AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, November 18, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Farm-City Week
Farm-City Week Proclamation

4. PRESENTATIONS

a) Clerk: Years of Service Award

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 26-78 - Affordable Housing Advisory Committee's Report Regarding SHIP Affordable Housing Incentive Strategies
Resolution 26-78
b) City Administration: Resolution 26-82 - Amending the Rate and Fee Structure for Stormwater Management
Resolution 26-82
c) Clerk: Minutes from the September 23, 2026, City Council Meeting
9-23-2026 Bradenton City Council Meeting Minutes
d) Clerk: Minutes from the October 14, 2026, City Council Meeting
10-14-2026 City Council Meeting Minutes
e) Clerk: Minutes from the October 16, 2026, City Council Special Meeting
10-16-2026 City Council Special Meeting Minutes
f) Clerk: Minutes from the October 26, 2026, City Council Special Meeting
10-26-2026 City Council Special Meeting Minutes

g) Event Review Committee: 2027 Lucky Ducky Race for Pace
Application and Site Plan

h) Event Review Committee: Bradenton Alive New Year's Eve Celebration
Application and Site Plan

i) Event Review Committee: Bradenton Alive Pre-Thanksgiving Celebration
Application and Site Plan

j) Finance: Budget Adjustment BA26-08
Budget Adjustment BA26-08

k) Fire: Agreement PB-27-005NT with Motorola Solutions, Inc.
Agreement PB-27-005NT Motorola Solutions, Inc.

l) Fire: Contract SS-26-047NT with Atlas Solutions, Inc. for Installation Services relating to the Motorola Mach Alert Fire Station Alerting System
SS-26-047NT with Atlas Solutions

m) Fire: Florida Department of Commerce Community Development Block Grant (CDBG-DR) Hazard Mitigation Grant Match Program Subrecipient Agreement
Florida Department of Commerce CDBG-DR Hazard Mitigation Grant Match Program Subrecipient Agreement

n) Fire: Interlocal Agreement for Closest Unit Response between the City of Bradenton and Manatee County Fire Districts
Interlocal Agreement for Closest Unit Response with Manatee County Fire Districts

o) Fire: Memorandum of Understanding (MOU) for Participation in Technical Rescue Team #636
MOU for Technical Rescue Team #636

p) Legal: Proposed Participation in Albertsons Companies, Inc. Opioid Settlement
Subdivision Participation and Release Form

q) Police: Budget Adjustment BA26-07
Budget Adjustment BA26-07

r) Police: Florida Department of Law Enforcement (FDLE) FY 2026-2027 Identity Theft and Fraud Grant Agreement
FDLE FY 2026-2027 Identity Theft and Fraud Grant Agreement

s) Police: Florida Department of Law Enforcement (FDLE) – Drone as First Responder (DFR) Grant Agreement
FDLE - DFR Grant Agreement

t) Public Works & Utilities: Purchase Approval for one 2028 Peterbilt 520 Rear End Loader
Rush Truck Centers Proposal

u) Public Works & Utilities: Purchase Approval for six Stertil-Koni Column Lifts
Stertil-Koni USA, Inc. Quote

v) Public Works & Utilities: Purchase Approval for two 2027 Ford F-550 Super Cab Mini Dump Trucks
Alan Jay Fleet Sales Quote

w) Public Works & Utilities: Purchase Approval for two 2028 Peterbilt 520 Labrie ASL Trucks

Rush Truck Centers Proposal

x) Public Works & Utilities: Purchase Approval of one 2026 Isuzu NRR-RL Truck
RDK Truck Sales Quote

y) Purchasing: Agreement PB-27-002JS with Core and Main, LP
Agreement PB-27-002JS with Core and Main, LP

z) Purchasing: Partial Guaranteed Maximum Price (GMP) Amendment No. 2 to Agreement for Construction Management at Risk (CMAR) Services for WRF Equalization Tank with TLC Diversified, Inc.
Partial GMP Amendment No. 2 for WRF Equalization Tank with TLC Diversified, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) City Administration: Resolution 26-79 - Revised Surplus Property Inventory List - PUBLIC HEARING
Resolution 26-79
Notice of Considered Disposition

b) Planning & Community Development: Ordinance 4068 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4068
Staff Report
Application Materials
Business Impact Estimate

c) Planning & Community Development: ORDINANCE 4082 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4082
Staff Report
Application Materials
Business Impact Estimate

d) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4070 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH ST 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4070
Staff Report
Application Materials
Business Impact Estimate

e) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4083 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4083
Staff Report
Application Materials
Business Impact Estimate

f) City Administration: ORDINANCE 4086 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4086
Business Impact Estimate

g) City Administration: Resolution 26-80 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70 OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 26-80
Affidavit of Publication

h) Planning & Community Development: ORDINANCE 4084 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO AMEND THE ZONING DESIGNATION FROM GENERAL URBAN RESTRICTED (T4-R) TO GENERAL URBAN OPEN (T4-O), FOR THE PROPERTIES LOCATED AT 2520 13TH STREET WEST AND 2524 13TH STREET WEST (PARCEL ID NOS. 4486300009 AND 4486200001), CONTAINING 0.41 ACRES TOTAL AND OWNED BY THE HUMANE SOCIETY OF MANATEE COUNTY, INC., AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4084
Staff Report
Application Materials

i) Fire: ORDINANCE 4079 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 42, ARTICLE I, II, AND III RELATING TO FIRE PREVENTION AND PROTECTION; REVISING CHAPTER 42, ARTICLE I, II, AND III, TO REMOVE DUPLICATIVE LANGUAGE FROM THE FLORIDA FIRE PREVENTION CODE AND TO CLEAN UP LANGUAGE AND CODE NUMBERS; ADDING A NEW SECTION 42-41, ESTABLISHING FEES FOR LIFT ASSIST SERVICES AT LICENSED CARE FACILITIES AND PRIVATE RESIDENCES; ADDING A NEW SECTION 42-56, REQUIRING ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4079

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

a) City Administration: Emergency Procurement Report

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

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

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

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

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

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

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

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Farm-City Week

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Farm-City Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Farm-City Week
November 6-21, 2026

Whereas, agriculture continues to be a major contributor to the economy of Manatee County with an approximate value of 322 million dollars, and more than 210,000 acres or 44 percent of Manatee County land used for production agriculture which includes vegetable crops, livestock and forage, citrus, ornamental horticulture, seafood and marine aquaculture; and

Whereas, this year's Farm-City Week celebration theme will be "Manatee County Agricultural Museum: Celebrating 25 Years of Preserving the Agricultural Heritage." Their mission is to preserve and share the county's agricultural heritage while supporting agriculture today and in the future; and

Whereas, agriculture producers have a long history of preserving natural resources. Farmlands contribute to "green spaces" providing habitats for native and endangered animal species and provide resources to clean water through natural filtration systems; and

Whereas, for 71 years, the Farm-City Week Committee continues to educate students, adults, and decision makers through various events such as farm tours, speech and essay contests, Ag Venture, the Beef Workshop and Prospect Show, the Hall of Fame Dinner, the Farmers Market and other outreach events.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim November 6-21, 2026, as ***Farm-City Week*** and urge all citizens to recognize the importance of agriculture and its contributions to the local economy, our environment and in the development of youth and to participate in the many events that are offered during the annual celebration of agriculture in Manatee County.

Gene Brown
Mayor
November 18, 2026

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Years of Service Award

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Florida League of Cities will present the 2026 Mayor Land Years of Service Award to Councilwoman Barnebey.

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: November 18, 2026

SUBMITTED BY: Vicki White, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-78 - Affordable Housing Advisory Committee's Report Regarding SHIP Affordable Housing Incentive Strategies

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Each year, the City's Affordable Housing Advisory Committee is required to review the City's affordable housing incentives and submit a report to the City regarding these incentives. If the Committee makes any recommendations, the city has 90 days from the date it approves this report to adopt an amendment to its Local Housing Assistance Plan (LHAP) to incorporate any of the local housing incentive strategies from the report it will implement within the City. Once the City approves the report it will be submitted to Florida Housing Finance Corporation by December 31, 2026.

FINANCIAL IMPACT:
Activities described in the Local Housing Assistance Plan (LHAP) are funded through the State Housing Initiatives Partnership (SHIP) fund 180.

ATTORNEY REVIEW/RECOMMENDATION:
The report and resolution were reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve the City of Bradenton's Affordable Housing Incentives Report.

ATTACHMENTS:
Resolution 26-78

CITY OF BRADENTON

RESOLUTION NUMBER 26-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE CITY'S AFFORDABLE HOUSING ADVISORY COMMITTEE'S REPORT AND RECOMMENDATIONS REGARDING THE CITY'S AFFORDABLE HOUSING INCENTIVE STRATEGIES FOR TRANSMITTAL TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CITY COUNCIL TO ADOPT WITHIN NINETY DAYS AN AMENDMENT TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN TO INCORPORATE THE LOCAL HOUSING INCENTIVE STRATEGIES FROM THE REPORT AND RECOMMENDATIONS TO BE IMPLEMENTED WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council for the City of Bradenton wishes to facilitate the construction of affordable housing in the city by offering incentives for its construction; and

WHEREAS Section 420.9076(4), Florida Statutes, requires the city's Affordable Housing Advisory Committee (the "Committee") to annually review the city's established policies and procedures, ordinances, land development regulations, and adopted comprehensive plan; to recommend specific actions or initiatives to encourage or facilitate affordable housing, including the local housing incentive strategies; and to approve its local housing incentive strategies recommendations by affirmative majority vote taken at public hearing; and

WHEREAS the Committee held a public hearing on October 15, 2026, to gather public input and consider approval of its evaluation and local housing incentive strategies recommendations (the "Report"); and

WHEREAS, the Committee approved the Report by affirmative majority vote at the October 15, 2026, public hearing; and

WHEREAS the City of Bradenton desires to accept the Report and authorize its transmittal to the Florida Housing Finance Corporation; and

WHEREAS, pursuant to Section 420.9076(6), Florida Statutes, City Council for the City of Bradenton shall, within ninety (90) days after receipt of the Report, adopt an amendment to its local housing assistance plan to incorporate the local housing incentive strategies it will implement within the city.

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

1. The City of Bradenton hereby approves the Report, attached hereto and incorporated herein as Exhibit "A," and authorizes its transmittal to the Florida Housing Finance Corporation;

2. The Mayor is authorized to execute this Resolution approving the Report for transmittal to the Florida Housing Finance Corporation;

3. Within ninety (90) days, City Council shall adopt an amendment to its local housing assistance plan to incorporate any of the local housing incentive strategies from the Report it will implement within the city; and

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF NOVEMBER 2026.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Affordable Housing Advisory Committee
Report to City Council
SHIP Affordable Housing Incentive Strategies
To be Submitted to Bradenton City Council November 18, 2026
And Submitted to Florida Housing Finance Corporation by December 31, 2026
Prepared by City of Bradenton

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, the City established an affordable housing advisory committee in 2021 as required by the Florida Statute section 420.9076. The Affordable Housing Advisory Committee (AHAC) is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City's policies and procedures that affect the cost of housing. In addition, the AHAC is responsible for making recommendations to encourage affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

The AHAC is required to submit an incentive report every year. The report includes recommendations by the committee as well as comments on the implementation of incentives for at least the following eleven distinct areas:

- The processing of approvals of development orders or permit, as defined in s.163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- The modification of impact-fee requirements including reduction or waiver of fees and alternative methods of fee payment for affordable house.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The allowance of affordable accessory residential units in residential zoning districts.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

COMMITTEE COMPOSITION

The Bradenton City Council appointed and reappointed members to the Committee during 2025-26. Section 420.907 of the Florida Statutes lists the categories from which committee members must be selected. The advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. The committee must consist of one local elected official from the City and one representative from at least 6 of the following categories:

- Citizen actively engaged in the residential home building industry in connection with affordable housing.
- Citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- Citizen representative of those areas of labor actively engaged in home building in connection with affordable housing.
- Citizen actively engaged as an advocate for low-income persons in connection with affordable housing.
- Citizen actively engaged as a for-profit provider of affordable housing.
- Citizen actively engaged as a not-for-profit provider of affordable housing.
- Citizen actively engaged as a real estate professional in connection with affordable housing.
- Citizen actively serving on the local planning agency pursuant to s.163.3174.
- Citizen residing within the jurisdiction of the local governing body making the appointments.
- Citizen who represents employers within the jurisdiction.
- Citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

NAME	CATEGORY REPRESENTATED	DATE APPOINTED
1. Jayne Kocher	Bradenton City Councilwoman	12/18/24
2. Tarnisha Cliatt	Employers within jurisdiction	1/8/25
3. Leona Forbes	Advocate for low-income persons	7/23/25
4. Jared Paulson	Real Estate professional/Mortgage Banking	4/9/25
5. Lt. Christopher Deshaies	Essential Employee	3/12/25
6. Robin Singer	City Planning Director	12/18/2024
7. Cecelia Grace	City Resident	5/27/26

AFFORDABLE HOUSING INCENTIVES

Staff presented the latest affordable housing practices and recommendations on incentives. Each of the eleven affordable housing incentives recommended by the State were thoroughly examined and discussed with AHAC members. This plan is a result of the recommendations from the AHAC, and meetings held with internal staff members to determine the feasibility of the recommendations. If approved by the Mayor and City Council, the recommendations will be used to amend the Local Housing Assistance Plan (LHAP) and the local Comprehensive Plan-Housing Element.

EXPEDITED PERMITTING

Meeting Synopsis: The city already employs this strategy, although it does not have a formal process in place. Generally, first reviews of applications for building permits are completed by Planning and Community Development within 7 days.
Existing Strategy: Affordable housing development receives expedited permitting.
AHAC Recommendation: Continue with this strategy.
Implementation: Implemented 7/06

MODIFICATION OF IMPACT FEES

Meeting Synopsis: The city does modify water, sewer, and transportation impact fees to encourage affordable housing construction.
Existing Strategy: Modification of impact fees.
AHAC Recommendation: Use modification of impact fees to encourage the development of affordable housing. Develop a formal process for determining how the incentive will be applied. The Affordable Housing Advisory makes the following recommendations:

1) Set aside general revenue funds for the payment of impact fees.
2) In reviewing a lot to determine if there was a house on it at one time, limit the look-back period to no more than 50 years.
3) For any property receiving this incentive, a land-use restriction agreement must be signed. This land use restriction agreement will have a period of 10 years for homeownership housing and up to 25 years for rental properties, based upon the amount of funding received from the city. This land use agreement is separate from any other land use agreement required by other funding sources used for the project, such as Low-Income Housing Tax Credit (LIHTC), State Housing Initiatives Partnership (SHIP), or Community Development Block Grant (CDBG) funding, to name a few. This LURA will be signed and recorded prior to the Certificate of Occupancy (CO) being issued.
4) The developer will submit an application for designation as affordable housing prior to applying for building permits. This application will be reviewed by the Planning Division and the Housing and Community Development Division. Once the project is approved, the developer will receive an approval letter and the project will be designated for expedited permitting.

Implementation: 7/06

FLEXIBLE DENSITIES

Meeting Synopsis: Density bonuses for affordable housing are included in the Future Land

Use Element of the Comprehensive Plan.
Existing Strategy: The city already has this incentive in place.
AHAC Recommendation: Continue to use density bonuses as an incentive for the Construction of affordable housing.
Implementation: 7/06

MODIFICATION OF PARKING REQUIREMENTS

Meeting Synopsis: The city has this as an initiative. Furthermore, areas of the city covered by form-based code allow for more generous parking requirements.
Existing Strategy: The city allows for parking reductions as incentives for the production of affordable housing.
AHAC Recommendation: The committee recommends the City re-evaluate current parking space allotment. Perhaps more than one space per household is needed.
Implementation: Discussions regarding possible changes to this incentive strategy may take place some time after October 1, 2027.

MODIFICATION OF SETBACK REQUIREMENTS

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

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis: This incentive is offered in the areas of the city governed by form-based code.
Existing Strategy: This incentive is allowed under form-based code.
AHAC recommendation: Use this incentive to encourage the development of affordable housing. Explore the possibility of expanding it to areas of the city that are not governed by form-based code.
Implementation: 6/11

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis: This incentive is offered by the city. Areas governed by form-based code allow more flexibility in lot configurations, as do planned development projects (PDPs).
Existing Strategy: The city allows for flexible lot configurations in areas governed by form-based code as well as PDPs.
AHAC Recommendation: Continue with this as an incentive for the production of affordable housing.
Implementation: Incentive adopted 7/06, form-based code adopted 6/11.

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis: The city does not apply street requirements unless there is already a street at the site. If the developer is required to meet street requirements, these can be offset with impact fee credits.

Existing Strategy: Use impact fee relief to offset the cost of street requirements for the developer of affordable housing.
AHAC Recommendation: Adopt the modification of street requirements as an incentive for developing affordable housing. Define the incentive in quantifiable terms and develop a process for applying the incentive to affordable housing projects.
Implementation: Under consideration. Street requirements are set by Public Works, so they would need to be engaged for this process.

PROCESS OF ONGOING REVIEW

Meeting Synopsis: The city continues to review ordinances, codes, regulations and the permitting process to eliminate excessive requirements in order to facilitate the development of affordable/workforce housing.
Existing Strategy: The city continues to review ordinances, codes, regulations, and the permitting process to eliminate excessive requirements in order to facilitate the development of affordable/workforce housing.
AHAC Recommendation: Continue with this strategy.
Implementation: 9/09

PUBLIC LAND INVENTORY

Existing Strategy: The city keeps a list of city-owned surplus properties, including properties suitable for affordable housing. This list is updated periodically.
AHAC Recommendation: Evaluate this inventory to determine if there are any parcels suitable for affordable housing development.
Implementation: 4/21.

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Existing Strategy: The city does not require parking within 800 feet of a transportation hub and looks at proximity to transportation when evaluating affordable housing projects. It also takes into consideration the proximity to a transportation hub (within .25 mile) when evaluating affordable housing projects.
AHAC Recommendation: Continue to support development near transportation hubs but instead of waiving parking requirement, waive impact fees.
Implementation: 9/09.

ADDITIONAL RECOMMENDATIONS

AFFORDABLE GREEN BUILDING

Meeting Synopsis: The city encourages the use of energy efficient and environmental concepts for home building.

Existing Strategy: The city encourages the use of energy efficient and environmental concepts

for home building, including affordable housing.
AHAC Recommendation: Continue to encourage the use of energy efficient and environmental concepts for home building, including affordable housing. The use of green building techniques could be encouraged through other incentives.
Implementation: 9/09

INCLUSIONARY ZONING

Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units through the municipality.
Meeting Synopsis: The city does not have any regulations regarding inclusionary zoning but has considered it.
Existing Strategy: None.
AHAC Recommendation: Consider incentivizing zoning as a method of ensuring a supply of affordable housing.
Implementation: The city already encourages voluntary inclusionary zoning through incentives offered. Further discussions regarding inclusionary zoning may take place after October 1, 2027.

WAIVER OF REINSPECTION FEES ON AFFORDABLE HOUSING PROJECTS

Meeting Synopsis: The city does not have this policy
Existing Strategy: The City's Building Division generally does not charge a fee for a first failed inspection. However, if inspectors return to inspect the same item and it fails again, they will charge a fee to help offset the time and materials used to make the return inspection, and these fees increase as the number of re-inspections for a single work item increase.
AHAC Recommendation: Consider waiving fees for missed inspections for affordable housing developments.
Implementation: Ongoing

IMPACT STATEMENT

Meeting Synopsis: The City does not require an impact statement for proposed policies that could increase the cost of housing.
Existing Strategy: None.
AHAC Recommendation: The City could develop a methodology for determining the cost that new regulations and fees place on the cost of housing construction, including affordable housing construction.
Implementation: the City would likely need to engage the services of a consultant to assist with this undertaking. Developing a methodology for an impact statement would involve reviewing Public Works policies and Planning and Community Development policies to determine how new policies could affect the cost of housing.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-82 - Amending the Rate and Fee Structure for Stormwater Management

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Section 403.0893, Florida Statutes, provides that local governments shall adopt stormwater utility fees sufficient to plan, construct, operate, and maintain stormwater management systems set out in the local program. The City commissioned a Comprehensive Utility Rate and Cost of Service Study with Matrix Consulting Group and commissioned a Fiscal Initiative Plan (FIP) conducted by Woodard & Curran.

Rate Study and FIP determined that current stormwater management revenues are insufficient to meet projected operational and maintenance costs, necessary capital improvements, debt service coverage obligations, and inflation-related cost increases.

Staff finds that adjusting stormwater management rate and fee structure is necessary to ensure the continued reliability, safety, and regulatory compliance of the municipal infrastructure.

FINANCIAL IMPACT:
In accordance with state law, all funds collected through this fee are strictly dedicated to our local stormwater management program. Rising construction

costs, stricter state environmental mandates, and the need for proactive maintenance require us to adjust our rates so that revenues remain *"sufficient to plan, construct, operate, and maintain"* our community's drainage network.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 26-82.

ATTACHMENTS:
Resolution 26-82

CITY OF BRADENTON
RESOLUTION NO. 26-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 403.0891, Florida Statutes, provides that local governments shall have the responsibility for the development of mutually compatible stormwater management programs; and

WHEREAS, Section 403.0893, Florida Statutes, provides that local governments shall adopt stormwater utility fees sufficient to plan, construct, operate, and maintain stormwater management systems set out in the local program; and

WHEREAS, the City of Bradenton (the "City") owns and operates a municipal stormwater management system for the benefit of residents and commercial customers within its utility service area; and

WHEREAS, the City commissioned a Comprehensive Utility Rate and Cost of Service Study (the "Rate Study") conducted by Matrix Consulting Group, dated November 2026; and

WHEREAS, the City commissioned a Fiscal Initiative Plan (the "FIP") conducted by Woodard & Curran, dated November 2026; and

WHEREAS, the Rate Study and FIP determined that current stormwater management revenues are insufficient to meet projected operational and maintenance costs, necessary capital improvements, debt service coverage obligations, and inflation-related cost increases; and

WHEREAS, the City Council finds that adjusting stormwater management rate and fee structure is necessary to ensure the continued reliability, safety, and regulatory compliance of the municipal infrastructure; and

WHEREAS, the City Council of the City of Bradenton desires to enact a new rate and fee structure to more accurately reflect the costs of operation of stormwater management system, to decrease its dependence upon any general fund revenues, and to remain in compliance with its bond issues and covenants; and

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

1. The City's rates for stormwater management services shall be as set forth on that list of stormwater management services rates attached hereto as "Exhibit A" and shall be maintained in the office of the city clerk.

2. Any charges not modified by this Resolution shall remain in full force and effect.

3. This Resolution, and the rates adopted herein, shall take effect on December 1, 2026, and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18TH DAY OF NOVEMBER 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

EXHIBIT "A"

STORMWATER MANAGEMENT RATE AND FEE SCHEDULE
EFFECTIVE DECEMBER 1, 2026

The stormwater utility fee is based on the user fee concept in that the charge is based on the level of benefit received. In other words, the greater the stormwater impact by a property, the more that property will be charged.

Owners of developed property that is, property that contains impervious area (a building, a paved area), both residential and non-residential, are billed this fee. Residential property owners are billed a flat rate. Residential properties include single family homes, mobile homes, multi-family dwellings and condominiums.

Impervious Area	Fee
Residential	$7.41 per residential unit

The formula for determining non-residential property fees is as follows:

Impervious Area (Non-residential)	Fee
0 to 7,999 square feet	$7.41
8,000 to 47,999 square feet	$35.59 plus $3.89 per 1,000 square feet over 8,000
48,000 square feet and up	$191.19

For example, if a non-residential property has 10,000 square feet of impervious area, there is a $35.59 base charge for the first 8,000 square feet, plus $3.89 for the additional 2,000 square feet. Therefore, the calculated stormwater fee would be $43.37.

Impervious Area in Square Feet (Non-Residential)			FY 2027
0	to	7,999	$7.41
8,000	to	8,999	$35.59
9,000	to	9,999	$39.48
10,000	to	10,999	$43.37
11,000	to	11,999	$47.26
12,000	to	12,999	$51.15
13,000	to	13,999	$55.04
14,000	to	14,999	$58.93
15,000	to	15,999	$62.82
16,000	to	16,999	$66.71
17,000	to	17,999	$70.60
18,000	to	18,999	$74.49
19,000	to	19,999	$78.38
20,000	to	20,999	$82.27
21,000	to	21,999	$86.16
22,000	to	22,999	$90.05
23,000	to	23,999	$93.94
24,000	to	24,999	$97.83
25,000	to	25,999	$101.72
26,000	to	26,999	$105.61
27,000	to	27,999	$109.50

Impervious Area in Square Feet (Non-Residential)			FY 2027
28,000	to	28,999	$113.39
29,000	to	29,999	$117.28
30,000	to	30,999	$121.17
31,000	to	31,999	$125.06
32,000	to	32,999	$128.95
33,000	to	33,999	$132.84
34,000	to	34,999	$136.73
35,000	to	35,999	$140.62
36,000	to	36,999	$144.51
37,000	to	37,999	$148.40
38,000	to	38,999	$152.29
39,000	to	39,999	$156.18
40,000	to	40,999	$160.07
41,000	to	41,999	$163.96
42,000	to	42,999	$167.85
43,000	to	43,999	$171.74
44,000	to	44,999	$175.63
45,000	to	45,999	$179.52
46,000	to	46,999	$183.41
47,000	to	47999	$187.30
48,000	to	>48,000	$191.19

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Jamie Griffith, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 23, 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 23, 2026, City Council Meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the September 23, 2026, City Council Meeting.

ATTACHMENTS:
9-23-2026 Bradenton City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
September 23, 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 23, 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; Randy Mora, Conflict Counsel; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Vice Mayor Jayne Kocher.

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

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

PROCLAMATIONS: None.

PRESENTATIONS:

a) Police: Florida Contraband Forfeiture Grant Program Awards

Josh Cramer, Police Chief, presented the Bradenton Police Department Florida Contraband Forfeiture Grant Program awards and stated that the department was required to allocate a minimum of 25% of the forfeiture funds to community organizations and programs. He stated that these initiatives focused on enhancing neighborhood safety, crime prevention, drug prevention, drug education and treatment services, and school resource officer programs.

He presented funding to the following programs:

- Avenue 941
- Freedom House
- Hand Up to Victory
- Boys & Girls Club of Manatee County
- Bradenton Gladiators Football
- Bradenton Police Department Explorer Post 1004
- Florida Cultural Group, Inc.

- Manatee County Girls Club - Just for Girls
- New Manatee Broncos
- Pace Center for Girls
- Prodigal Daughters Journey Home
- Replay Outreach
- Rogers Garden - Bullock Elementary School Safe Promise Club
- St. Stephen's Episcopal School
- Special Olympics of Florida
- Mark Wandall Foundation
- United Community Center 13th Avenue Dream Center

CITIZEN COMMENTS: None.

Mayor Brown called Tim Geer, Fire Chief, forward to speak on an item not on the agenda.

Chief Geer spoke about the ongoing efforts to compile historical records from the legacy Braidentown Fire Department, Town of Manatee Fire Department, and Bradenton Fire Department and that the history preceded 1943.

Doug Huffman and Rocco Salvatori, with the International Association of Fire Fighters (IAFF), proposed a recommendation for a redesigned department patch and logo to incorporate the historical origins that preceded the current 1943 establishment year. They planned to present further information at a later meeting.

CONSENT AGENDA:

a) City Administration: Resolution 26-71 - Everbridge Emergency Alert Policy and Procedures
b) Clerk: Minutes from the September 9, 2026, City Council Budget Hearing
c) Clerk: Minutes from the September 9, 2026, City Council Meeting
d) Event Review Committee: Bradenton Alive Halloween Celebration
e) Event Review Committee: Bradenton Alive New Year's Eve Celebration
f) Event Review Committee: Bradenton Alive Pre-Thanksgiving Celebration
g) Police: Forfeiture Funds Expenditure Request - Police Headquarters Furniture
h) Public Works & Utilities: Debris Management Plan - Revised Supporting Document
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
j) Public Works & Utilities: Work Assignment for Water Treatment Plant (WTP) Filter Actuator Replacements
k) Purchasing: 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.
m) Public Works & Utilities: Work Assignment for the Water Treatment Plant

(WTP) Dam Inspection

n) Purchasing: Amendment No. 2 to Agreement for Construction Management at Risk (CMAR) Continuing Services with NDC Construction Company
o) Public Works & Utilities: Utility Easement with Florida Power and Light (FPL) for Parcel ID 4342500609 at City Park

Tamara Melton, City Clerk, stated that the item cover page for Item (n) had a correction that Conflict Counsel had reviewed the item in place of the City Attorney. She added that Item (o) was pulled from the Consent Agenda and would be brought back at a later date.

MOTION TO APPROVE CONSENT AGENDA ITEMS A-M was made by Councilwoman Gonzalez Moore. The motion failed due to the lack of a second.

MOTION TO APPROVE CONSENT AGENDA ITEMS A-N was made by Vice Mayor Kocher and seconded by Councilman Schuessler. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

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

Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator, presented the Affordable Housing Inventory on the City's surplus properties list.

Chris Munyon, Assistant Director of the Community Redevelopment Agency (CRA), said that combining the two parcels could enable housing development on the site.

Scott Rudacille, City Attorney, stated the purpose of the agenda item was to place the properties on the surplus list for affordable housing, and the City was not certifying the properties for any type of purchase.

The public hearing was opened and those who wished to speak were asked to come forward. No one came forward and the public hearing was closed.

Ms. Fortin requested a motion from Council for direction to write a resolution for the surplus properties.

MOTION TO DIRECT THE POLICY, PLANNING, PROCEDURES AND REAL ESTATE ADMINISTRATOR TO PREPARE A RESOLUTION CONTAINING THE SURPLUS PROPERTY SUITABLE FOR AFFORDABLE HOUSING INVENTORY LIST TO PRESENT TO CITY COUNCIL AT THE OCTOBER 14, 2026, MEETING was made by Councilwoman Barnebey and seconded by Councilman Schuessler. The motion passed 5-0.

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.

Dr. Jeff Burton, CRA Executive Director, gave an overview of the process for the City to create an additional CRA district and stated that there was not a need for legal descriptions of property in this part of the public process.

The public hearing was opened and those who wished to speak were asked to come forward.

Carl Callahan, City resident, spoke in support of the creation of a new CRA district.

The public hearing was closed.

MOTION TO APPROVE RESOLUTION 26-69 was made by Councilman Schuessler and seconded by Councilwoman Barnebey. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, explained that there was an emergency expenditure on September 11, 2026, located at 23rd Avenue West, 72nd Street West, and 20th Avenue West for storm drain repairs performed by Woodruff & Sons, Inc.

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

Mr. Rudacille explained that the subject property was previously retained by the CRA and was now being conveyed to the City for right-of-way purposes.

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 was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

c) City Administration: Partial Guaranteed Maximum Price (GMP) 1 for Renovations at 1009 4th Avenue West with NDC Construction - Revised Supporting Document

Mr. Perry explained that this GMP allowed the City to start renovations of the building that was recently conveyed to the City. He summarized the phases of the renovations of the property at 1009 4th Avenue West.

Randy Mora, Conflict Counsel, stated that the City had a continuing service contract with NDC Construction and this amendment was to structure the contract with phasing of the project.

Nicholas Toth, Purchasing Manager, explained that this agreement was carried out through the City's Construction Manager at Risk (CMAR) Continuing Services Contract with NDC Construction.

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 was made by Vice Mayor Kocher and seconded by Councilman Schuessler. The motion passed 5-0.

Lance Williams, Deputy City Administrator/Chief Operating Officer, introduced an item not on the agenda. He explained that the City was contacted by Florida Department of Environmental Protection and offered additional American Rescue Plan Act (ARPA) funding.

David Lindsey, Capital Improvement Fiscal Program/Finance Manager, stated that the additional funds would be used to fund the entire Eastside Drainage Project.

MOTION TO APPROVE AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 22FRP04 WITH THE FDEP FOR THE EASTSIDE DRAINAGE IMPROVEMENTS PROJECT, SUBJECT TO LEGAL REVIEW AND AUTHORIZE THE MAYOR TO EXECUTE ON THE CITY'S BEHALF was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

UNFINISHED BUSINESS:

a) City Administration: Agreement for the Development of Property and Redevelopment Incentives for 1525 Ballard Park Drive and 907 15th Street West

Dr. Burton discussed the development agreement, and that it included a brownfield component associated with two adjacent properties. He explained that this designation provided a sales tax incentive for the developer.

Mr. Rudacille noted that the agreement would not be executed until the closing of the property.

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 was made by Councilman Schuessler and seconded by Councilwoman Coachman. The motion passed 5-0.

b) City Administration: Fourth Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC - Revised Supporting Document

Mr. Rudacille explained that the amendment included the brownfield designation, updated the legal description, and corresponded with the incentives agreement for the site at 1525 Ballard Park Drive and 907 15th Street West.

MOTION TO APPROVE THE FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH PHBGF VENTURES, LLC AND AUTHORIZE EXECUTION BY THE MAYOR was made by Vice Mayor Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

COUNCIL REPORTS:

Vice Mayor Kocher expressed her gratitude to the Manatee Chamber of Commerce for hosting the Retreat and Leadership Conference. She was impressed by leaders in attendance, the opportunity to strengthen relationships, and the productive exchange of ideas.

Councilwoman Barnebey addressed safety concerns regarding electronic mobility devices and suggested that the City create an ordinance to regulate their use. She added that she noticed traffic laws were frequently violated and felt the devices were a public safety hazard. She mentioned the Public Works Department's Open House held on September 16, 2026, and praised the organizers of the Tribute to Heroes event on September 11, 2026. She wished Councilwoman Coachman a belated happy birthday.

Councilman Schuessler reported that the Village of the Arts Artwalk was scheduled for October 2 and 3, 2026, and would feature local art galleries, live music, and specialty shops. He added that the Bradenton Public Market would begin on October 3, 2026. Councilman Schuessler invited Dr. Burton to the podium provide an overview of the Montgomery Roberts property, which was followed by a discussion regarding its potential future development.

Councilwoman Gonzalez Moore requested the City develop a policy regarding impact fee waivers and complimented Councilman Schuessler for his commitment to the community.

Councilwoman Coachman stated that several Ward 5 residents expressed concerns regarding the recent opening of a local liquor store. She invited Robin Singer, Planning and Community Development Director, to the podium to explain the City's regulations and approval process governing alcohol sales.

Ms. Singer explained that in regard to alcohol consumption on the premises, if more than 50% of the sales for the business were alcohol, it would most likely be considered a bar or lounge

and that would require Council approval. For package sales, she continued, those businesses do not have the same limitations and are considered as any other retail use. She said that she would work with the City Attorney to ascertain if more stringent regulations could be placed on those types of businesses.

Mayor Brown mentioned the recent legislation passed by the Manatee County Board of County Commissioners regarding gambling and voiced his concerns he had with recent Kratom-related deaths. He expressed appreciation to staff for their efforts in organizing the Public Works Open House and encouraged residents to attend public meetings and events to stay informed. Mayor Brown announced that the 20th Anniversary celebration of the To Inform Families First (TIFF) organization was scheduled for October 2, 2026, at 10:00 a.m. outside the City Hall Auditorium.

Vice Mayor Kocher announced that Ed's tavern was having a soft opening on September 26, 2026, 11:00 a.m. at 7433 Manatee Avenue West.

DEPARTMENT HEAD REPORTS:

Chief Cramer mentioned that National Night Out was scheduled for October 6, 2026, from 5:00 p.m. to 8:00 p.m. at City Hall.

The meeting was adjourned by Mayor Gene Brown at 11:23 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: November 18, 2026

SUBMITTED BY: Jamie Griffith, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 14, 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 October 14, 2026, City Council Meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the October 14, 2026, City Council Meeting.

ATTACHMENTS:
10-14-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
October 14, 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, October 14, 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 8:31 a.m.

PROCLAMATIONS:

a) Legislative: Nelly Korda Day

The proclamation was read for Nelly Korda Day and Mayor Brown stated she would accept the proclamation and a key to the City at a later date.

b) Legislative: National White Cane Day

Mary McClure, Operations Manager at Lighthouse Vision Loss Center, accepted the proclamation and spoke about the 3rd Annual White Cane Day Walk at Rossi Park on October 16, 2026, from 9:00 a.m. to 11:00 a.m.

PRESENTATIONS: None.

CITIZEN COMMENT:

Keenan Wooten, City of Bradenton resident, spoke about the cul-de-sac near 21st Street Court East and requested that the street be repaved. He spoke in support of East Bradenton Park renovations. He thanked Councilwoman Gonzalez Moore for her attendance at the Kappa

Alpha Psi Black and White Ball on October 10, 2026. He requested more police patrols at the newly opened liquor store located in his neighborhood.

Citizens who spoke in favor of a renovation project at East Bradenton Park that included a football field and a splash pad were:

- Edgard Theliar, City of Bradenton resident
- Rico Johnson, Palmetto resident
- Bryan Thomas, Palmetto resident
- Calvin Carter, Bradenton/Parrish resident
- Theodis Riley Jr., City of Bradenton resident

Citizens who spoke in opposition of removing the community pool at East Bradenton Park were:

- Rachel Middleton, City of Bradenton resident
- Lydia Copeland McNeal, City of Bradenton resident

Mayor Brown responded that East Bradenton Park was a Manatee County facilitated park and that the City of Bradenton does not vote on the funding or projects associated with the park.

Councilwoman Coachman encouraged the citizens to attend and speak at a Manatee County Board of Commissioners meeting.

Robin Singer, Planning and Community Development Director, explained that in regard to alcohol consumption on the premises, if more than 50% of the sales for the business were alcohol, it would most likely be considered a bar or lounge and that would require Council approval. For package sales, she continued, those businesses do not have the same limitations and are considered as any other retail use. She said that she would work with the City Attorney to determine if more stringent regulations could be placed on those types of businesses.

Josh Cramer, Police Chief, gave an update on reported crimes in proximity to the newly opened liquor store and stated that police continue to patrol the area.

CONSENT AGENDA:

a) Administrative Services: Resolution 26-76 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
b) City Administration: 2027 City of Bradenton Official Calendar
c) City Administration: Resolution 26-13 - City of Bradenton Personally Identifiable Information ("PII") Policy
d) City Administration: Resolution 26-74 - Revised Inventory List of Surplus Property Deemed Suitable for Affordable Housing

e) City Administration: Second Amendment to Operations and Maintenance Agreement with Woodard and Curran
f) City Administration: U.S. Department of Housing and Urban Development (HUD) Federal Award
g) Clerk: Minutes from the September 23, 2026, City Council Budget Hearing
h) Community Redevelopment Agency: Florida Housing Finance Corporation Local Government Verification of Contribution Form for Newstar Development
i) Event Review Committee: Law Enforcement Torch Run Manatee 5K
j) Event Review Committee: LECOM 5K Run the Green Bridge
k) Event Review Committee: Light Up My Life Ride
l) Legislative: Resolution 26-77 - Fire Pension Board Reappointment
m) Police: CentralSquare OneSolution CAD/RMS Cloud Migration and System Upgrade - Utilizing the Florida Department of Law Enforcement Grant Award - BB010 for Year 1
n) Police: Florida Department of Transportation (FDOT) Impaired Driving Enforcement Grant – Project No. M5HVE-2027-00411
o) Police: Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds - Project Number RS-2027-00413
p) Public Works & Utilities: Amendment 1 to the Florida Department of Environmental Protection (FDEP) Agreement L0150 for the Lift Station 08 Project
q) Public Works & Utilities: Amendment 1 to the Florida Department of Environmental Protection (FDEP) Agreement L0154 for the Water Reclamation Facility (WRF) Off Line Storage Pond Project
r) Public Works & Utilities: Change Order No. 1 for the Tropicana Reuse Tank Modifications
s) Public Works & Utilities: Change Order No. 5 with NDC Construction Company for the Bradenton Police Department Headquarters
t) Public Works & Utilities: Grant Agreement 27SRP03 with the Florida Department of Environmental Protection (FDEP) for the Lift Station 08 Relocation
u) Public Works & Utilities: Grant Agreement L0412 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility (WRF) Injection Well Pump Station Project
v) Public Works & Utilities: Utility Easement with Florida Power and Light (FPL) for Parcel IDs 4342800002 and 4343500007 at City Park
w) Public Works & Utilities: Work Assignment with GML Coatings LLC for Sanitary Manhole Lining Services
x) Public Works & Utilities: Work Assignment with Insituform Technologies, LLC for Sanitary Manhole Lining Services
y) Purchasing: Agreement PB-26-049JS with The Toro Company
z) Purchasing: Agreement PB-26-046MK with Superior Asphalt, Inc.
aa) Purchasing: Amendment No. 3 to Contract 23-010EJ with Stantec Consulting Services, Inc.

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Police: 2025-2026 Annual Speed Zone Speed Detection Report – PUBLIC HEARING

Jeremy Giddens, Grants/School Speed Zone Program Specialist, provided a summary of the 2025-2026 Annual Speed Zone Detection Report. He explained that between October 1, 2025, and September 30, 2026, there were 17,556 violations. He said that 10,779 were paid and the total fines collected equaled $1,077,900, and the funds were dispersed as follows:

- $215,580 went to the Florida Department of Revenue
- $32,337 to the Department of Law Enforcement Training Fund
- $129,348 went to the Manatee County School District
- $53,895 went to the City's Crossing Guard program
- $226,359 went to Red Speed
- $420,381 went to the City's Public Safety Initiative
- $1,900 in refunds/chargebacks

Mr. Giddens added that the program was in the performance phase and showed a decrease in speed violations. He stated that a one-day review showed that in 2025 there were 326 violations compared to 111 violations in 2026. This represented a 96.8% reduction. He gave an update on the Manatee Elementary school zone on State Road 64 and stated that the City started the process to establish automated speed enforcement at that location.

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

MOTION TO APPROVE THE BRADENTON POLICE DEPARTMENT'S 2025-2026 ANNUAL SCHOOL ZONE SPEED DETECTION SYSTEM REPORT AS PRESENTED was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

b) City Administration: RESOLUTION 26-67 - PUBLIC HEARING

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA ELECTING TO U-SE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF BRADENTON, FLORIDA, INCLUDING ALL PHASES OF IRONWOOD CONDOMINIUMS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Lance Williams, Deputy City Administrator/Chief Operating Officer, explained that Resolution 26-67 was the next step in the assessment process for the watermain replacement project at the Ironwood Condominiums.

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

MOTION TO APPROVE RESOLUTION 26-67 was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

c) Planning & Community Development: ORDINANCE 4064 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED 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.

d) Planning & Community Development: ORDINANCE 4081 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED 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.

Brandon Wink, City Planner, presented information on the annexation petitions. He stated that the purpose of Ordinances 4064 and 4081 was to create a fully complete and consistent parcel for GT Bray Park within the City boundary.

Staff Report:

> *"This voluntary annexation of this specific parcel will allow for GT Bray Park to be one contiguous parcel within the City of Bradenton's jurisdiction. The forthcoming requests for a future land use and zoning map change are consistent with the adjacent zoning and future land use already within city jurisdiction."*

The public hearing was opened for Ordinance 4064 and 4081 and those who wished to speak were invited to come forward. No one came forward and the public hearing was closed.

MOTION TO APPROVE ORDINANCE 4064 was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

MOTION TO APPROVE ORDINANCE 4081 was made by Councilman Schuessler and seconded by Councilwoman Coachman. The motion passed 5-0.

e) City Administration: ORDINANCE 4086 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for the November 18, 2026, City Council meeting.

f) Planning & Community Development: Ordinance 4068 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for the November 18, 2026, City Council meeting.

g) Planning & Community Development: ORDINANCE 4082 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for the November 18, 2026, City Council meeting.

h) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4070 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH ST 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for the November 18, 2026, City Council meeting.

i) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4083 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for the November 18, 2026, City Council meeting.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) Event Review Committee: DeSoto Heritage Festival Grand Parade

Kelly Thomas, Event Review Coordinator, summarized details of the event and stated that the parade was scheduled for April 24, 2027. She explained that the event required approval from the Florida Department of Transportation.

MOTION TO APPROVE THE DESOTO HERITAGE FESTIVAL GRAND PARADE EVENT WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Barnebey and seconded by Councilman Schuessler. The motion passed 5-0.

b) City Administration: Purchase and Sale Agreement for 1310 4th Avenue West

Rob Perry, City Administrator, explained that this property purchase was associated with the relocation of Lift Station 8.

MOTION TO APPROVE THE AGREEMENT FOR PURCHASE AND SALE FOR 1310 4TH AVENUE WEST AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME, AND FURTHER AUTHORIZE THE MAYOR TO EXECUTE THE CLOSING DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE UPON THE SATISFACTORY COMPLETION OF DUE DILIGENCE was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

c) City Administration: Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC for Parking and Sidewalk Areas

Mr. Perry explained that the agreement was for the purchase of the 1.97-acre parcel to secure the City's right-of-way and provide required parking for the development.

MOTION TO APPROVE THE PURCHASE AND SALE AGREEMENT WITH PHBGF VENTURES, LLC FOR PARKING AND SIDEWALK AREAS AND ALLOW EXECUTION BY THE MAYOR was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

d) City Administration: Review of the Quarterly "Face It, Fix It" Initiative

Mr. Perry presented the Quarterly Capital Projects Update for the City's Face It, Fix It infrastructure campaign. He discussed supporting utility upgrades, ongoing infrastructure projects, utility operations, and community initiatives.

Mayor Brown highlighted that many of the projects were collaboratively funded through outside State of Florida agencies.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Barnebey shared that she was happy with the progress of the City's projects.

Councilman Schuessler mentioned the Public Market in downtown Bradenton on Saturdays through May 2027 and recognized the participating local vendors. He wished everyone a happy and safe Halloween.

Councilwoman Gonzalez Moore spoke about the Lasting Manatee funding and how excited she was for the City projects to be completed. She pointed out that expansion of the engineering staff had proven to be beneficial and complimented their achievements. She mentioned that she attended the Tampa Bay Regional Planning Council meeting and looked forward to attending the Florida Redevelopment Conference (FRA) on October 20 to 23, 2026.

Councilwoman Coachman stated she was glad to see the progress of the City's projects. She complimented the politeness of the residents that spoke during the citizen comment portion of the meeting and how important and meaningful it was.

Vice Mayor Kocher spoke about leadership and that she witnessed the collaborative relationship between Mayor Brown and Palmetto Mayor Dan West at the Manatee High School vs. Palmetto High School football game. She reminded everyone that early voting started October 19, 2026 and congratulated the Pier 22 restaurant on celebrating 50 years of operation. She announced that she attended the soft opening of Ed's Tavern in Ward 1 and congratulated them and wished them success.

Mayor Brown spoke about leadership and responsibilities of being positive.

DEPARTMENT HEAD REPORTS:

Chief Cramer mentioned Goblin Gathering on October 16, 2026, from 4:00 p.m. to 7:00 p.m. at GT Bray Park, and the Manatee Crime Stoppers' 25th Annual Safe Kid's Night on October 31, 2026, at the Bradenton Area Convention Center from 6:00 p.m. to 9:00 p.m. He announced that he attended Senator Ashley Moody's press conference on National Crime Prevention Month and highlighted the work that Crime Stoppers does. He stated that October was Domestic Violence Awareness month and October 15, 2026, was Wear Purple Day to show support for domestic violence victims.

Chief Geer mentioned that the Bradenton Fire Department sent a Structural Task Force to Escambia County to assist with hurricane relief efforts. He pointed out that October was Fire Prevention Month.

Mayor Brown reminded everyone that October 31, 2026, was the Bradenton Alive Halloween Celebration on Old Main Street from 7:00 p.m. to 11:00 p.m.

The meeting was adjourned by Mayor Gene Brown at 10:48 a.m.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Jamie Griffith, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 16, 2026, City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the October 16, 2026, City Council Special Meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the October 16, 2026, City Council Special Meeting.

ATTACHMENTS:
10-16-2026 City Council Special Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL SPECIAL MEETING MINUTES
October 16, 2026
10:30 a.m.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 10:30 a.m. on Friday, October 16, 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; Nilsa Taylor, Director of Administrative Services; and Scott Rudacille, City Attorney.

Mayor Gene Brown called the meeting to order at 10:30 a.m.

CITIZEN COMMENT:

Kurt Landefeld, Bradenton Housing Authority, praised the collaboration work between the City and the Housing Authority on the City Park project and Rogers Garden property. He spoke about the Wingate Management Company and the terrific job they did managing Bradenton Village/Palms at Manatee River property.

NEW BUSINESS:

a) City Administration: Parking and Access Easement Agreement between the City of Bradenton and the Housing Authority of the City of Bradenton

b) City Administration: Release of Deed Restrictions, Reverter, and Mineral Rights between City of Bradenton and The Housing Authority of the City of Bradenton

Rob Perry, City Administrator, shared information on the agenda items. He stated that these agreements were required for the Wingate Management Company to receive Rental Assistance Demonstration (RAD) funding from the U.S. Department of Housing and Urban Development (HUD), and that the funding allowed for improvements to the Bradenton Village/Palms at Manatee River property.

Scott Rudacille, City Attorney, added that after removing the reverter in the agreement the property retained the Housing Authority and HUD restrictions on property development.

MOTION TO APPROVE THE PARKING AND ACCESS EASEMENT AGREEMENT BETWEEN THE CITY OF BRADENTON AND THE HOUSING AUTHORITY OF THE CITY OF BRADENTON was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

MOTION TO APPROVE THE RELEASE OF DEED RESTRICTIONS, REVERTER, AND MINERAL RIGHTS BETWEEN THE CITY OF BRADENTON AND THE HOUSING AUTHORITY OF THE CITY OF BRADENTON was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

Mayor Brown adjourned the meeting at 10:54 a.m.

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

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Jamie Griffith, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 26, 2026, City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the October 26, 2026, City Council Special Meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the October 26, 2026, City Council Special Meeting.

ATTACHMENTS:
10-26-2026 City Council Special Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL SPECIAL MEETING MINUTES
October 26, 2026
8:30 a.m.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Monday, October 26, 2026.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Deputy City Administrator/Chief Operating Officer; Robin Singer, Planning and Community Development Director; Karen Lanke, IT Director; Irvin Lee, Public Works Director; Erica Augello, Conflict Counsel; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

Mayor Gene Brown called the meeting to order at 8:30 a.m.

CITIZEN COMMENT ON AGENDA ITEMS: None**.**

Tamara Melton, City Clerk, announced that the special meeting was called because Resolution 26-75 was a quasi-judicial matter and due to newspaper publication deadlines, the matter was not included on the October 14, 2026, City Council agenda.

NEW BUSINESS:

a) Planning & Community Development: Quasi-Judicial: RESOLUTION 26-75 PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING APPROVAL OF ADDITIONAL BUILDING HEIGHT PURSUANT TO ARTICLE 1, SECTION 1.12 OF THE FORM BASED CODE AS AMENDED BY ORDINANCE 4017 FOR PROPERTY LOCATED AT 500 15TH STREET WEST, BRADENTON, FLORIDA, PARCEL ID NUMBER 3354500109, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY PAIGE ESTIGARRIBIA, ZNS ENGINEERING (AGENT) FOR AMRES INVESTMENTS, LLC.

Robin Singer, Planning and Community Development Director, presented details about the proposed Resolution 26-75 and included a future land use map, elevation renderings and criteria for additional height. She stated that the application was pursuant to Ordinance 4017, the City's height incentive program.

Staff Report:

> *"Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable. The Form Based Code provides for additional height to promote redevelopment goals. Ordinance 4017 was adopted to promote market rate housing in the core of the downtown on a limited basis. The proposed project will include market rate housing and grade level commercial space that will promote pedestrian activity and internal trip capture*
>
> *Staff finds that the proposed seven stories of height for the proposed project will be consistent with the required criteria for the height incentive subject to the design and plans submitted with the proposal. If approved by City Council, the project will be required to commence development by December 31, 2033."*

Paige Estigarribia, agent for the applicant, presented information on the application that requested a height increase for the subject property consistent with Ordinance 4017. She added that the ordinance provided for City Council approval to allow for additional height for market rate housing and mixed-use projects in the downtown area, which included the subject property.

Mayor Brown explained that the height incentive program under Ordinance 4017 was created to promote development in the City's urban core, and that former height restrictions limited downtown growth.

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

Rob Perry, City Administrator, pointed out that the project would undergo further site plan review during the development process, which would address traffic and public safety concerns.

MOTION TO APPROVE RESOLUTION 26-75 was made by Councilman Schuessler and seconded by Councilwoman Coachman. The motion passed 5-0.

b) Public Works & Utilities: Amendment 2 to Florida Department of Environmental Protection (FDEP) Agreement No. 23FRP47 Continuation of Standard Agreement for Lift Station 3 Expansion and Lift Station 13 Demolition Project

Mr. Perry explained that initially the project was a cost share funded project with the Florida Department of Environmental Protection (FDEP) and the City was contacted by FDEP representatives, and they offered additional American Rescue Plan Act (ARPA) funding which made the project fully grant funded by the FDEP.

Brenda Toscano, Capital Improvement/Fiscal Program Manager, stated that if the amendment was approved, the reimbursement package would be submitted to FDEP to complete the funding.

Lance Williams, Deputy City Administrator/Chief Operating Officer, stated that the City was in the process of reallocating the funds that were originally set for cost sharing on the Lift Station 3 expansion and Lift Station 13 project.

MOTION TO APPROVE AMENDMENT 2 TO THE GRANT AGREEMENT FOR THE ADDITIONAL FUNDS TO BE USED FOR THE LIFT STATION 3 AND 13 PROJECTS was made by Councilwoman Gonzalez Moore and seconded by Vice Mayor Kocher. The motion passed 5-0.

Mayor Brown adjourned the meeting at 9:05 a.m.

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2027 Lucky Ducky Race for Pace

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 2 Bradenton Police Department Extra Duty Officers, 1 Public Works Sanitation Staff, 1 Public Works Park Staff, Tent Permit, Port-o-Lets and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pace Center for Girls wishes to host their 2027 Lucky Ducky Race for Pace on April 17, 2027, at Riverwalk Great Lawn and Day Dock areas. The event will feature family fun, food options, alcoholic beverages, D.J. and a duck race.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the 2027 Lucky Ducky Race for Pace event with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Pace Center for Girls Date of Application: 10/6/2026

Contact Name: Katie Reeves Contact Phone 1: 941-348-7042

Contact Email: [redacted] Contact Phone 2: 941-751-4566

Address: 4030 Manatee Avenue West

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: 2027 Lucky Ducky Race for Pace Event Date: 4/17/2027

Purpose of Event: Fundraiser & Advocacy for Pace Center for Girls

Description of Event: Family fun & Rubber duck derby

Event Location: Riverwalk - Lawn in front of riverdance & pier

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4/17/2027	Saturday	7AM	10AM	
Event Day 1	4/17/2027	Saturday	10AM	2PM	300
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 16 (2 at this location) Past Attendance: 300

(03/2022)

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

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
40 x 80	1	Lawn

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

Will a stage be used for the event? Yes (No)

Will the event require electricity? (Yes) No Type of electrical power: _____

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? on location - Anna Maria Oyster Bar

Will cooking equipment be used? Yes No - will confirm

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) (DJ only)

Please describe any type of entertainment and sound equipment.

DJ will be utilized for background music & announcements.

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.

Racing of rubber ducks within a secured track

(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, Amy Wick Mavis, applicant/event organizer for Wacky Ducky Race for Pace (event), scheduled for (date&hours), 4/17/2027, from 10AM to 2 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	Pace Center for Girls Organization
Amy C. Wick Mavis, ED. Typed or Printed Name and Title	10.6.26 Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

The undersigned agrees to abide by all Event Approval Standards set forth in the guide.

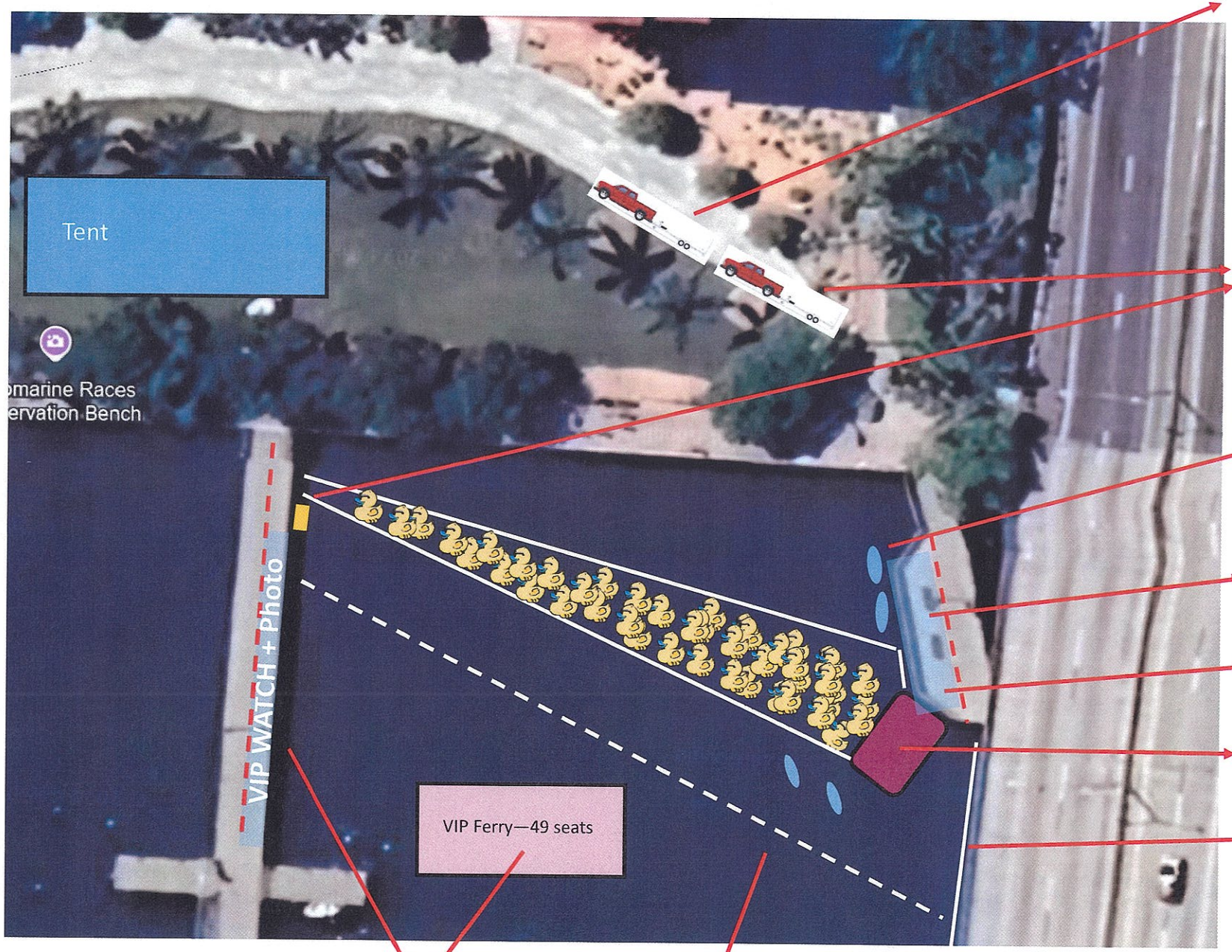
The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer	Pace Center for Girls Organization
Amy C Wick Mavis, ED. Typed or Printed Name and Title	10.6.26 Date

(03/2022)

Race Logistics

2027 Lucky Ducky Race 4/17/27
Riverwalk Great Lawn Area



2nd truck/ trailer to carry Launch Container

Scaffolding IN THE WATER for assistance in removal of ducks, then ducks are taken in bins via hand truck back to trailer

Kayaks to help with any escaped ducks

VID throw + watch party; blocked off but allowing for public access to under bridge walkway

Ducks loaded from trailer to floating dock at walkway

Floating Dock for Launch

Oil boom for secondary containment/no loss under bridge

Possible VIP Watch Areas

Additional Pool noodle/rope for secondary containment

Guest Experience

2027 Lucky Ducky Race 4/17/27
Riverwalk Great Lawn Area

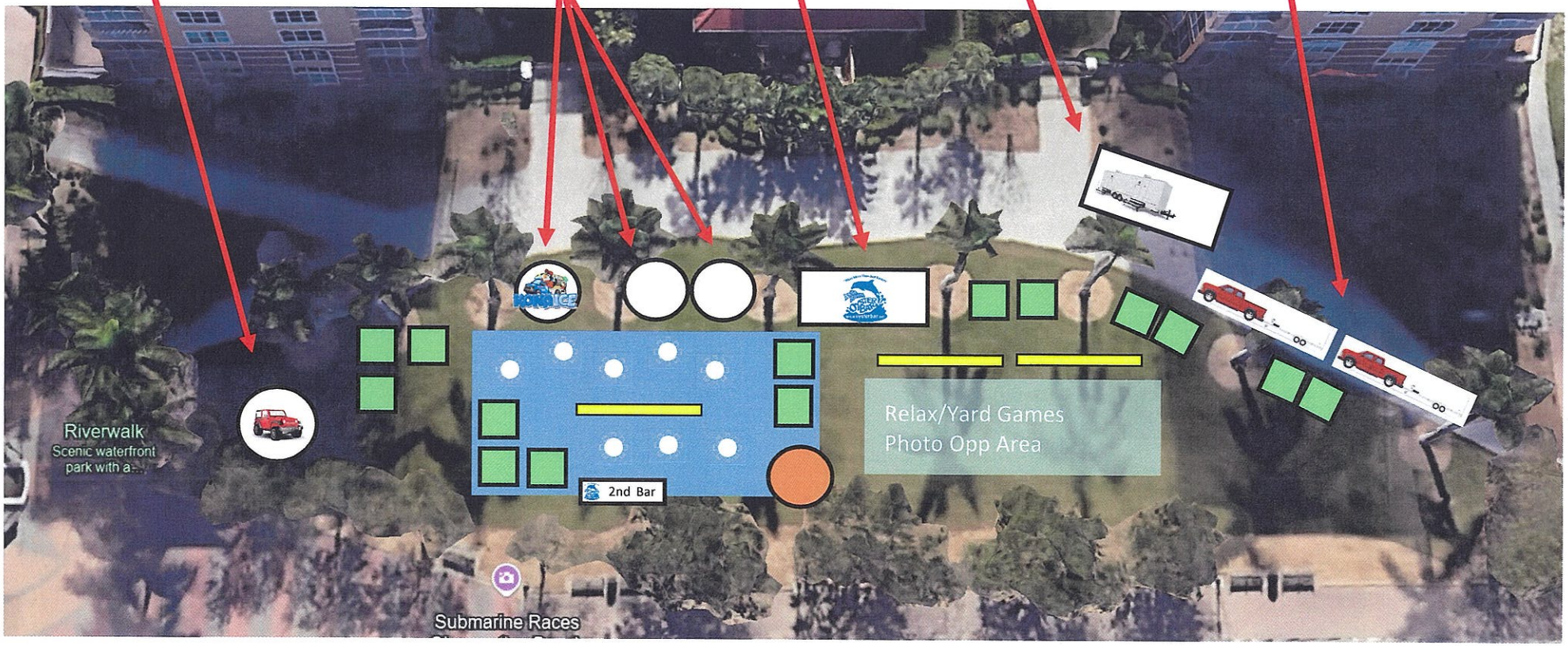
Jeep/Firkins Area

Snacks and other Desserts, etc.

Anna Maria Oyster Bar: Food and Alcohol

Bathrooms: 1 handicap and 1 5-stall, covering 1 lane allowing movement of truck and trailer with ducks.

Truck/Trailer of ducks, allowing to be unloaded at bridge walkway. Additional trailer for the launch container which can be moved during event if necessary.



- Sponsoring Tabling, upon request
  - Diamond Duck & Above, under tent
  - Golden Duck: Along path outside
- DJ & Pace area for adoptions, etc. Closest to end of race so that microphones can be taken to waterfront area
- Open Tent
- Display of VID's and/or Winning Best Dressed

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 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:

- 1 Bradenton Police Department Extra Duty Officer (Setup)
- 4 Bradenton Police Department Extra Duty Officers (Event)
- 5 City of Bradenton Public Works Extra Duty Staff

City Centre Parking Garage:

- Stairwells and elevators to be monitored by BPD On-Duty Officers.
- Level 4 will be closed to the public and cleared of all vehicles.
- During and just before the fireworks show - the entire garage will be closed to vehicle and pedestrian traffic.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions has requested additional road closure and site plan changes for Bradenton Alive: New Year's Eve to be held on December 31, 2026, on Old Main Street. They are adding the following changes:

- Closure of 3rd Avenue West from 10th to 13th Streets
- Stage will be relocated to the corner of 3rd Avenue and Old Main Street.

- Ball drop will be relocated to the corner of 3rd Avenue and Old Main Street.
- Firework launch site will be relocated to the 4th floor of the City Centre parking garage.

This event has received prior approval at the September 23, 2026 City Council meeting Moand this approval request is for the road closure and site plan changes.

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

- stage & ball drop Location change
- adding 3rd ave. w. closure

REVISED - 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.

(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 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.

KristenLee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

9/1/2026
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

KristenLee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

9/1/2026
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

Proposed roads to close (specific locations, include map): (event 8:30pm - 12:30am)

12th Street W(Old Main Street) between SR64 and just past 3rd Avenue W to the bollards, 4th Avenue W between 10th Street W and 13th Street W, 3rd Avenue W between 10th Street W and 13th Street W.

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 just past 3rd Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West
10th Street W and 3rd Avenue W
13th Street W and 3rd Avenue W

(03/2022)

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



- Bollards
- Restrooms
- Food Trucks
- Merchandise vendors
- Stage
- Beer tent and beer truck
- Fireworks launch site on top of parking garage
- Crane for ball drop

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive Pre-Thanksgiving Celebration

SUGGESTED ACTION: The Event Review Committee recommends approval of the road closure and maintains the original stipulations approved at the September 23, 2026 City Council meeting

- 1 Bradenton Police Department Extra Duty Officer (Setup).
- 4 Bradenton Police Department Extra Duty Officers (Event).
- 4 City of Bradenton Public Works Staff.
- Compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions has requested additional road closure for Bradenton Alive Pre-Thanksgiving to be held on November 25, 2026, on Old Main Street. They are adding 3rd Avenue West between 10th and 13th Streets. The event application has received prior approval at the September 23, 2026 City Council meeting. This approval will be for the additional road closure.

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

- Revised -

added 3rd Ave W. closure area

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~~ X No

Solid Waste Service? ~~Yes~~ X No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? ~~Yes~~ X 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~~ X 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 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 just past 3rd Avenue W to the bollards, 4th Avenue W between 10th Street and 13th Street, 3rd Avenue W between 10th Street W and 13th Street W.

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.
12th Street West and SR64
12th Street West and just past 3rd Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West
10th Street W and 3rd Avenue W
13th Street W and 3rd Avenue W

Bradenton Alive Site Map – Pre-Thanksgiving Celebration 11/25/2026 REVISED



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

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA26-08

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
2025-2026 Fiscal Year End adjustments.

FINANCIAL IMPACT:
Use of cash carry forward amounts in General Fund, Capital Improvement Fund, American Rescue Plan Act (ARPA) Fund, and Police Department Construction Fund. Use of Contingencies in Half Cent Infrastructure Fund, Sanitation Fund and River Run Golf Course Fund.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA26-08.

ATTACHMENTS:
Budget Adjustment BA26-08

RESOLUTION NUMBER BA26-08

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2025-2026 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of Fiscal year end adjustments.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF NOVEMBER, 2026.

_____

Gene Brown, Mayor

ATTEST:

_____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Finance Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 11/6/2026

Budget Adjustment #: BA26-08

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: 2026 Fiscal year end adjustments

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00101 311100
Line item description: Ad Valorem Taxes

Increase (in $): 320,000.00 Decrease (in $):

Account Number: 00101 314100
Line item description: Electric Utility Svc Tax

Increase (in $): 800,000.00 Decrease (in $):

Account Number: 00101 315000
Line item description: Communication Service Tax

Increase (in $): Decrease (in $): 640,000.00

Account Number: 00101 323100
Line item description: Electric Franchise Fees

Increase (in $): 460,000.00 Decrease (in $):

Account Number: 00101 361100
Line item description: Interest Earnings

Increase (in $): 900,000.00 Decrease (in $):

Account Number: 00101 364410
Line item description: Equip/Disp of Assets

Increase (in $): 40,000.00 Decrease (in $):

Account Number: 00102 325200
Line item description: Svc Chgs-Special Assessments

Increase (in $): 105,000.00 Decrease (in $):

Account Number: 00102 341100
Line item description: Zoning Fees

Increase (in $): 63,000.00 Decrease (in $):

Account Number: 00102 351530 Szsaf
Line item description: School Zone Safety Program

Increase (in $): 150,000.00 Decrease (in $):

Account Number: 00102 351540 Szsaf
Line item description: School Crossing Guard Program

Increase (in $): 17,000.00 Decrease (in $):

Account Number: 00104 331200 26606
Line item description: 2025 Local Formula Jag Grant

Increase (in $): 23,727.00 Decrease (in $):

Account Number: 00104 331200 Hid24
Line item description: 2024 High Intensity Drug Traffic Grant

Increase (in $): 17,224.00 Decrease (in $):

Account Number: 00104 331200 Hid26
Line item description: 2026 High Intensity Drug Traffic Grant

Increase (in $): 17,440.00 Decrease (in $):

Account Number: 00105 369150
Line item description: Cash Carry forward

Increase (in $): 5,605,285.00 Decrease (in $):

Account Number: 00105 381185
Line item description: Transfer from Disaster Fund

Increase (in $): 3,500,000.00 Decrease (in $):

Account Number: 00151220 512000
Line item description: Salaries and Wages

Increase (in $): 26,000.00 Decrease (in $):

Account Number: 00151220 521000
Line item description: City Fica Contribution

Increase (in $): 12,000.00 Decrease (in $):

Account Number: 00151220 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 38,000.00

Account Number: 00151300 534000
Line item description: Contractual Services

Increase (in $): 84,500.00 Decrease (in $):

Account Number: 00151310 531000
Line item description: Legal Fees

Increase (in $): Decrease (in $): 90,500.00

Account Number: 00151310 531900
Line item description: Consultant Fees

Increase (in $): 36,000.00 Decrease (in $):

Account Number: 00151310 555100
Line item description: Employee Training/Development

Increase (in $): Decrease (in $): 30,000.00

Account Number: 00151330 563000
Line item description: Improvements-Capital Outlay

Increase (in $): Decrease (in $): 28,079.00

Account Number: 00151330 564000
Line item description: Mach & Equip Capital Outlay

Increase (in $): 28,079.00 Decrease (in $):

Account Number: 00151400 531000
Line item description: Legal Fees

Increase (in $): 95,000.00 Decrease (in $):

Account Number: 00151400 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 28,000.00

Account Number: 00151500 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 67,000.00

Account Number: 00151900 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 33,000.00

Account Number: 00151900 521000
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 15,000.00

Account Number: 00151910 512000
Line item description: Salaries and Wages

Increase (in $): 33,000.00 Decrease (in $):

Account Number: 00151910 521000
Line item description: City Fica Contribution

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 00151910 534000
Line item description: Contractual Services

Increase (in $): 8,000.00 Decrease (in $):

Account Number: 00151910 543000
Line item description: Electricity

Increase (in $): 23,000.00 Decrease (in $):

Account Number: 00151910 546200
Line item description: Equip Repair and Maintenance

Increase (in $): Decrease (in $): 12,000.00

Account Number: 00151910 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 13,000.00

Account Number: 00151910 551200
Line item description: Computer Equip under 5000

Increase (in $): Decrease (in $): 6,000.00

Account Number: 00151930 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 83,000.00

Account Number: 00151940 512000
Line item description: Salaries and Wages

Increase (in $): 83,000.00 Decrease (in $):

Account Number: 00151940 543400
Line item description: Street Lights

Increase (in $): 46,000.00 Decrease (in $):

Account Number: 00151940 546500
Line item description:

Increase (in $): Decrease (in $): 46,000.00

Account Number: 00152100 534000
Line item description: Contractual Services

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 00152100 534000 IT
Line item description:

Increase (in $): Decrease (in $): 185,000.00

Account Number: 00152100 534000 Opoid
Line item description:

Increase (in $): Decrease (in $): 6,000.00

Account Number: 00152100 534000 Szsaf
Line item description:

Increase (in $): Decrease (in $): 9,000.00

Account Number: 00152100 534500
Line item description: Contractual Services

Increase (in $): Decrease (in $): 5,000.00

Account Number: 00152100 540100
Line item description: Travel and Per Diem

Increase (in $): 21,000.00 Decrease (in $):

Account Number: 00152100 541000
Line item description: Communication Services

Increase (in $): 14,000.00 Decrease (in $):

Account Number: 00152100 541000 IT
Line item description: Communication Services

Increase (in $): Decrease (in $): 35,000.00

Account Number: 00152100 544200
Line item description: Rentals and Leases

Increase (in $): 21,000.00 Decrease (in $):

Account Number: 00152100 546300
Line item description: Vehicle Repair and Maintenance

Increase (in $): 60,000.00 Decrease (in $):

Account Number: 00152100 551200 IT
Line item description:

Increase (in $): Decrease (in $): 21,000.00

Account Number: 00152100 552200
Line item description: Vehicle Fuel

Increase (in $): 65,000.00 Decrease (in $):

Account Number: 00152100 552300
Line item description: Gear/Uniforms

Increase (in $): 23,000.00 Decrease (in $):

Account Number: 00152100 552500
Line item description: Other Operating Supplies

Increase (in $): 22,000.00 Decrease (in $):

Account Number: 00152100 552500 1210L
Line item description: Homeless Program

Increase (in $): Decrease (in $): 8,000.00

Account Number: 00152100 552500 K9
Line item description: Other Operating Supplies

Increase (in $): Decrease (in $): 7,000.00

Account Number: 00152180 514000 26603
Line item description: Overtime

Increase (in $): Decrease (in $): 12,400.00

Account Number: 00152180 549600 26603
Line item description: Investigation

Increase (in $): 1,700.00 Decrease (in $):

Account Number: 00152180 551100 26603
Line item description: Equip Under 5000

Increase (in $): 10,700.00 Decrease (in $):

Account Number: 00152180 551100 26606
Line item description: Equip Under 5000

Increase (in $): 23,727.00 Decrease (in $):

Account Number: 00152180 551100 287G
Line item description: Equip Under 5000

Increase (in $): 27,577.00 Decrease (in $):

Account Number: 00152180 551150 287G
Line item description: Software/Licensing

Increase (in $): 15,900.00 Decrease (in $):

Account Number: 00152180 564000 287G
Line item description: Mach and Equip Capital Outlay

Increase (in $): Decrease (in $): 43,477.00

Account Number: 00152180 514000 Fdl26
Line item description: Overtime

Increase (in $): Decrease (in $): 4,000.00

Account Number: 00152180 551100 Fdl26
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 27,000.00

Account Number: 00152180 564000 Fdl26
Line item description: Mach and Equip Capital Outlay

Increase (in $): 31,000.00 Decrease (in $):

Account Number: 00152180 514000 Hid24
Line item description: Overtime

Increase (in $): 3,569.00 Decrease (in $):

Account Number: 00152180 521000 Hid24
Line item description: City Fica Contribution

Increase (in $): 1,848.00 Decrease (in $):

Account Number: 00152180 544200 Hid24
Line item description: Rentals and Leases

Increase (in $): 8,250.00 Decrease (in $):

Account Number: 00152180 549600 Hid24
Line item description: Investigation

Increase (in $): 3,615.00 Decrease (in $):

Account Number: 00152180 551100 Hid24
Line item description: Equip Under 5000

Increase (in $): 1,790.00 Decrease (in $):

Account Number: 00152180 514000 Hid26
Line item description: Overtime

Increase (in $): 4,692.00 Decrease (in $):

Account Number: 00152180 544200 Hid26
Line item description: Rentals and Leases

Increase (in $): 9,900.00 Decrease (in $):

Account Number: 00152180 549600 Hid26
Line item description: Investigation

Increase (in $): 1,000.00 Decrease (in $):

Account Number: 00152180 512000 M419
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 28,804.00

Account Number: 00152180 514000 M419
Line item description: Overtime

Increase (in $): 28,804.00 Decrease (in $):

Account Number: 00152180 551100 Rtcc
Line item description: Equip Under 5000

Increase (in $): 71,463.00 Decrease (in $):

Account Number: 00152180 551200 Rtcc
Line item description: Computer Equip Under 5000

Increase (in $): Decrease (in $): 71,463.00

Account Number: 00152200 512000
Line item description: Salaries and Wages

Increase (in $): 228,000.00 Decrease (in $):

Account Number: 00152200 512500
Line item description: Vacation Pay Out

Increase (in $): 52,000.00 Decrease (in $):

Account Number: 00152200 512600
Line item description: Sick Pay Out

Increase (in $): 140,000.00 Decrease (in $):

Account Number: 00152200 521000
Line item description: City Fica Contribution

Increase (in $): 40,000.00 Decrease (in $):

Account Number: 00152200 522100
Line item description: City Pension Contribution

Increase (in $): 100,000.00 Decrease (in $):

Account Number: 00152200 540100
Line item description: Travel and Per Diem

Increase (in $): Decrease (in $): 12,000.00

Account Number: 00152200 543000
Line item description: Electricity

Increase (in $): 12,000.00 Decrease (in $):

Account Number: 00152200 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 13,100.00

Account Number: 00152200 555000 Opoid
Line item description: Education/Training

Increase (in $): 13,100.00 Decrease (in $):

Account Number: 00152200 563000
Line item description: Improvements Capital Outlay

Increase (in $): Decrease (in $): 26,000.00

Account Number: 00152200 564000
Line item description: Mach and Equip Capital Outlay

Increase (in $): 26,000.00 Decrease (in $):

Account Number: 00152410 534000
Line item description: Contractual Services

Increase (in $): 13,200.00 Decrease (in $):

Account Number: 00152410 564000
Line item description: Mach and Equip Capital Outlay

Increase (in $): Decrease (in $): 13,200.00

Account Number: 00154100 534000
Line item description: Contractual Services

Increase (in $): 24,000.00 Decrease (in $):

Account Number: 00154100 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 24,000.00

Account Number: 00154100 553200
Line item description: Road Improvement Supplies

Increase (in $): Decrease (in $): 376,000.00

Account Number: 00157200 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 32,000.00

Account Number: 00157200 534000
Line item description: Contractual Services

Increase (in $): 215,000.00 Decrease (in $):

Account Number: 00157200 543000
Line item description: Electricity

Increase (in $): 12,000.00 Decrease (in $):

Account Number: 00157200 543200
Line item description: Tonnage Charges

Increase (in $): Decrease (in $): 12,000.00

Account Number: 00157200 546100
Line item description: Building Repair and Maintenance

Increase (in $): 7,000.00 Decrease (in $):

Account Number: 00157200 546200
Line item description: Equip Repair and Maintenance

Increase (in $): 8,000.00 Decrease (in $):

Account Number: 00157200 546300
Line item description: Vehicle Repair and Maintenance

Increase (in $): 7,000.00 Decrease (in $):

Account Number: 00157200 549000 15111
Line item description: Riverwalk-Repair and Maintenance

Increase (in $): Decrease (in $): 209,000.00

Account Number: 00157200 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 6,000.00

Account Number: 00157200 552500
Line item description: Other Operating Supplies

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 00157200 564000
Line item description: Mach and Equip Capital Outlay

Increase (in $): 376,000.00 Decrease (in $):

Account Number: 00158100 591131
Line item description: Transfer to Central CRA

Increase (in $): Decrease (in $): 36,107.00

Account Number: 00158100 591132
Line item description: Transfer to Downtown CRA

Increase (in $): 7,251.00 Decrease (in $):

Account Number: 00158100 591133
Line item description: Transfer to Tamiami Trail CRA

Increase (in $): Decrease (in $): 4,618.00

Account Number: 00158100 591000
Line item description: Transfer to Sanitation Fund-Franchise Fee

Increase (in $): 9,585.00 Decrease (in $):

Account Number: 00158100 591300
Line item description: Transfer to Capital Improvement Fund

Increase (in $): 2,000,000.00 Decrease (in $):

Account Number: 00158100 591308
Line item description: Transfer to BPD Headquarters Construction Fund

Increase (in $): 8,784,174.00 Decrease (in $):

Account Number: 12503 331500 12100
Line item description: CDBG Federal Grant

Increase (in $): 276,931.00 Decrease (in $):

Account Number: 12503 331500 Covid
Line item description: CDBG Cares Act

Increase (in $): 9,200.00 Decrease (in $):

Account Number: 12505 369150 12100
Line item description: Cash Carryforward

Increase (in $): 2,089.00 Decrease (in $):

Account Number: 12555400 551200 12100
Line item description: Computer Equip Under 5000

Increase (in $): Decrease (in $): 500.00

Account Number: 12555400 554000 12100
Line item description: Books and Subscriptions

Increase (in $): Decrease (in $): 1,000.00

Account Number: 12555471 583000 1210A
Line item description: Code Enforcement

Increase (in $): Decrease (in $): 8,700.00

Account Number: 12555471 583000 1210D
Line item description: Public Service Projects

Increase (in $): Decrease (in $): 3,800.00

Account Number: 12555471 583000 1210E
Line item description: Infrastructure Projects

Increase (in $): 235,120.00 Decrease (in $):

Account Number: 12555471 583000 1210F
Line item description: Public Facilities

Increase (in $): 67,100.00 Decrease (in $):

Account Number: 12701 364290
Line item description: Land/Disp of Assets

Increase (in $): 125,029.00 Decrease (in $):

Account Number: 12758100 599100
Line item description: Reserve for Contingencies

Increase (in $): 125,029.00 Decrease (in $):

Account Number: 16502 325300
Line item description: Special Assessments

Increase (in $): 6,220,000.00 Decrease (in $):

Account Number: 16556100 545200
Line item description: LPP Medical Payments

Increase (in $): 6,220,000.00 Decrease (in $):

Account Number: 18002 325200 12300
Line item description: Special Assessments

Increase (in $): 100,000.00 Decrease (in $):

Account Number: 18002 369900 12300
Line item description: Other Misc Revenue

Increase (in $): 30,957.00 Decrease (in $):

Account Number: 18005 369150 12300
Line item description: Cash Carryforward

Increase (in $): 75,543.00 Decrease (in $):

Account Number: 18055493 583000 12302
Line item description: Rehab Projects

Increase (in $): 116,500.00 Decrease (in $):

Account Number: 18055493 583000 12304
Line item description: Downpayment Assistance

Increase (in $): 20,000.00 Decrease (in $):

Account Number: 18055493 583000 12306
Line item description: Rental Assistance

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 18055493 583000 12311
Line item description: Emergency Rehabilitation

Increase (in $): 20,000.00 Decrease (in $):

Account Number: 18502 369320 Miltn
Line item description: Insurance Proceeds

Increase (in $): 440,000.00 Decrease (in $):

Account Number: 18503 331500 Debby
Line item description: Federal Grant

Increase (in $): 300,000.00 Decrease (in $):

Account Number: 18503 331500 Helen
Line item description: Federal Grant

Increase (in $): 350,000.00 Decrease (in $):

Account Number: 18503 331500 Miltn
Line item description: Federal Grant

Increase (in $): 81,000.00 Decrease (in $):

Account Number: 18503 334390 Debby
Line item description: State Grant

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 18503 334390 Miltn
Line item description: State Grant

Increase (in $): 140,000.00 Decrease (in $):

Account Number: 18505 369150
Line item description: Cash Carryforward

Increase (in $): 408,106.00 Decrease (in $):

Account Number: 18552500 546100 Miltn
Line item description: Building Repair and Maintenance

Increase (in $): Decrease (in $): 111,000.00

Account Number: 18552500 546200 Miltn
Line item description: Equip Repair and Maintenance

Increase (in $): 68,000.00 Decrease (in $):

Account Number: 18552500 563000 Miltn
Line item description: Improvements Capital Outlay

Increase (in $): Decrease (in $): 55,800.00

Account Number: 18552500 564000 Miltn
Line item description: Mach and Equip Capital Outlay

Increase (in $): Decrease (in $): 41,773.00

Account Number: 18558100 591100
Line item description: Transfer to General Fund

Increase (in $): 3,500,000.00 Decrease (in $):

Account Number: 18558100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 1,630,321.00

Account Number: 30103 366015
Line item description: Other Contributions

Increase (in $): Decrease (in $): 4,000,000.00

Account Number: 30103 366030 Ctypk
Line item description: Manatee County Contributions

Increase (in $): 4,000,000.00 Decrease (in $):

Account Number: 30104 334700 Ctypk
Line item description: State Grant

Increase (in $): 232,338.00 Decrease (in $):

Account Number: 30105 369150
Line item description: Cash Carryforward

Increase (in $): 956,284.00 Decrease (in $):

Account Number: 30105 381001
Line item description: Transfer from General Fund

Increase (in $): 2,000,000.00 Decrease (in $):

Account Number: 30158200 563000
Line item description: Improvements Capital Outlay

Increase (in $): Decrease (in $): 30,163.00

Account Number: 30158200 563000 23807
Line item description: Manatee Elementary Sidewalks-FDOT

Increase (in $): Decrease (in $): 181,215.00

Account Number: 30158200 563000 Ctypk
Line item description: City Park Project

Increase (in $): 3,400,000.00 Decrease (in $):

Account Number: 30258100 591309
Line item description: Transfer to Fire Station #2 Construction Fund

Increase (in $): 550,878.00 Decrease (in $):

Account Number: 30258100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 761,893.00

Account Number: 30258200 563000 19801
Line item description: Riverwalk

Increase (in $): Decrease (in $): 114,264.00

Account Number: 30258200 563000 23807
Line item description: Manatee Elementary Sidewalks

Increase (in $): 325,279.00 Decrease (in $):

Account Number: 30303 331100
Line item description: American Rescue Plan Act

Increase (in $): 762,955.00 Decrease (in $):

Account Number: 30305 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 762,955.00

Account Number: 30657510 546200
Line item description: Equip Repair and Maintenance

Increase (in $): 91,000.00 Decrease (in $):

Account Number: 30657510 563000
Line item description: Improvements Capital Outlay

Increase (in $): Decrease (in $): 91,000.00

Account Number: 30801 361100 Bpdhq
Line item description: Interest Earnings

Increase (in $): 110,000.00 Decrease (in $):

Account Number: 30801 385000 Bpdhq
Line item description: Bond Proceeds

Increase (in $): Decrease (in $): 15,000,000.00

Account Number: 30805 381001
Line item description: Transfer from General Fund

Increase (in $): 8,784,174.00 Decrease (in $):

Account Number: 30805 369150 Bpdhq
Line item description: Cash Carryforward

Increase (in $): 8,300,058.00 Decrease (in $):

Account Number: 30852100 563000 Bpdhq
Line item description: Improvements Capital Outlay

Increase (in $): 2,194,232.00 Decrease (in $):

Account Number: 30901 361100 Fst#2
Line item description: Interest Earnings

Increase (in $): 42,564.00 Decrease (in $):

Account Number: 30905 369150 Fst#2
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 760,709.00

Account Number: 30905 381302
Line item description: Transfer from General Fund

Increase (in $): 550,878.00 Decrease (in $):

Account Number: 30952200 563000 Fst#2
Line item description:

Increase (in $): Decrease (in $): 167,267.00

Account Number: 40251210 531000 Wtrkp
Line item description: Legal Fees

Increase (in $): Decrease (in $): 20,000.00

Account Number: 40253515 531000
Line item description: Legal Fees

Increase (in $): 20,000.00 Decrease (in $):

Account Number: 40253320 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 289,000.00

Account Number: 40253510 534000
Line item description: Contractual Services

Increase (in $): 397,000.00 Decrease (in $):

Account Number: 40253515 534000
Line item description: Contractual Services

Increase (in $): 807,000.00 Decrease (in $):

Account Number: 40253520 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 915,000.00

Account Number: 40254110 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 610,000.00

Account Number: 40253320 543000
Line item description: Electricity

Increase (in $): Decrease (in $): 72,000.00

Account Number: 40253515 543000
Line item description: Electricity

Increase (in $): 32,000.00 Decrease (in $):

Account Number: 40253520 543000
Line item description: Electricity

Increase (in $): 21,000.00 Decrease (in $):

Account Number: 40253520 544200
Line item description: Rentals and Leases

Increase (in $): 610,000.00 Decrease (in $):

Account Number: 40253320 546100
Line item description: Building Repair and Maintenance

Increase (in $): 13,000.00 Decrease (in $):

Account Number: 40253320 546200
Line item description: Equip Repair and Maintenance

Increase (in $): 70,000.00 Decrease (in $):

Account Number: 40253515 546200
Line item description: Equip Repair and Maintenance

Increase (in $): Decrease (in $): 152,000.00

Account Number: 40253520 546200
Line item description: Equip Repair and Maintenance

Increase (in $): 70,000.00 Decrease (in $):

Account Number: 40253520 546200 Wtrkp
Line item description: Equip Repair and Maintenance

Increase (in $): 14,000.00 Decrease (in $):

Account Number: 40253510 546300
Line item description: Vehicle Repair and Maintenance

Increase (in $): Decrease (in $): 13,000.00

Account Number: 40253515 546300
Line item description: Vehicle Repair and Maintenance

Increase (in $): 17,000.00 Decrease (in $):

Account Number: 40253515 552200
Line item description: Vehicle Fuel

Increase (in $): 11,000.00 Decrease (in $):

Account Number: 40253520 552200
Line item description: Vehicle Fuel

Increase (in $): Decrease (in $): 11,000.00

Account Number: 40253310 552500
Line item description: Other Operating Supplies

Increase (in $): 22,000.00 Decrease (in $):

Account Number: 40253310 552500 Lcrr
Line item description: Other Operating Supplies

Increase (in $): Decrease (in $): 22,000.00

Account Number: 40253320 552500
Line item description: Other Operating Supplies

Increase (in $): 12,000.00 Decrease (in $):

Account Number: 40253510 552500
Line item description: Other Operating Supplies

Increase (in $): Decrease (in $): 12,000.00

Account Number: 40801 361100
Line item description: Interest Earnings

Increase (in $): 215,880.00 Decrease (in $):

Account Number: 40802 325100 23511
Line item description: Special Assessments-Ironwood

Increase (in $): 1,237,000.00 Decrease (in $):

Account Number: 40804 331350 24523
Line item description: FDEP-Lift St #3 and #13

Increase (in $): 2,396,220.00 Decrease (in $):

Account Number: 40804 366000 23511
Line item description: Ironwood Water System Improvements

Increase (in $): Decrease (in $): 1,237,000.00

Account Number: 40859000 531000 23511
Line item description: Legal Fees

Increase (in $): 52,100.00 Decrease (in $):

Account Number: 40859000 563000 25502
Line item description: Water Main Improvements

Increase (in $): 935,000.00 Decrease (in $):

Account Number: 40859000 563000 25505
Line item description: Sanitary Manhole Lining

Increase (in $): 248,000.00 Decrease (in $):

Account Number: 40859000 563000 25519
Line item description: Emergency Sanitary Improvements

Increase (in $): 55,000.00 Decrease (in $):

Account Number: 40859000 563000 25530
Line item description: FDEP In Kind Projects

Increase (in $): 213,000.00 Decrease (in $):

Account Number: 40859000 563000 25537
Line item description: Temporary Equalization Tank-WR

Increase (in $): 677,000.00 Decrease (in $):

Account Number: 40859000 563000 26503
Line item description: Force Main Improvements

Increase (in $): 173,000.00 Decrease (in $):

Account Number: 40859000 563000 26505
Line item description: Sanitary Manhole Lining

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 40859000 563000 26520
Line item description: Emergency Water Improvements

Increase (in $): 157,000.00 Decrease (in $):

Account Number: 40859000 563000 Annex
Line item description: Public Works Annex Construction

Increase (in $): 72,000.00 Decrease (in $):

Account Number: 43004 389300 22808
Line item description: FDEP-Eastside Drainage

Increase (in $): 3,258,633.00 Decrease (in $):

Account Number: 43005 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 1,773,633.00

Account Number: 43053810 552200
Line item description: Vehicle Fuel

Increase (in $): 16,500.00 Decrease (in $):

Account Number: 43053810 563000 22808
Line item description: FDEP-Eastside Drainage

Increase (in $): 1,345,895.00 Decrease (in $):

Account Number: 43053810 563000 24509
Line item description: Storm Pipe Lining

Increase (in $): 122,605.00 Decrease (in $):

Account Number: 46053400 512000
Line item description: Salary and Wages

Increase (in $): Decrease (in $): 49,000.00

Account Number: 46053412 512000
Line item description: Salary and Wages

Increase (in $): Decrease (in $): 35,000.00

Account Number: 46053400 534000
Line item description: Contractual Services

Increase (in $): 49,000.00 Decrease (in $):

Account Number: 46053412 534000
Line item description: Contractual Services

Increase (in $): 35,000.00 Decrease (in $):

Account Number: 46053400 543200
Line item description: Tonnage Charges

Increase (in $): 90,000.00 Decrease (in $):

Account Number: 46053412 543200
Line item description: Tonnage Charges

Increase (in $): 159,000.00 Decrease (in $):

Account Number: 46053415 543200
Line item description: Tonnage Charges

Increase (in $): Decrease (in $): 82,000.00

Account Number: 46053400 546200
Line item description: Equip Repair and Maintenance

Increase (in $): Decrease (in $): 20,000.00

Account Number: 46053412 546200
Line item description: Equip Repair and Maintenance

Increase (in $): Decrease (in $): 11,948.00

Account Number: 46053400 546300
Line item description: Vehicle Repair and Maintenance

Increase (in $): 83,000.00 Decrease (in $):

Account Number: 46053412 546300
Line item description: Vehicle Repair and Maintenance

Increase (in $): 95,000.00 Decrease (in $):

Account Number: 46053400 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 69,000.00

Account Number: 46053412 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 67,000.00

Account Number: 46053400 552200
Line item description: Vehicle Fuel

Increase (in $): 49,000.00 Decrease (in $):

Account Number: 46053412 552200
Line item description: Vehicle Fuel

Increase (in $): 65,000.00 Decrease (in $):

Account Number: 46053415 552200
Line item description: Vehicle Fuel

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 46053400 552300
Line item description: Gear/Uniforms

Increase (in $): 13,000.00 Decrease (in $):

Account Number: 46053400 563000
Line item description: Improvements Capital Outlay

Increase (in $): Decrease (in $): 100,000.00

Account Number: 46058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 219,052.00

Account Number: 49057220 512000
Line item description: Salary and Wages

Increase (in $): 73,000.00 Decrease (in $):

Account Number: 49057220 521000
Line item description: City Fica Contribution

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 49057220 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 15,000.00

Account Number: 49057220 544200
Line item description: Rentals and Leases

Increase (in $): Decrease (in $): 11,000.00

Account Number: 49057220 546100
Line item description: Building Repair and Maintenance

Increase (in $): Decrease (in $): 5,000.00

Account Number: 49057220 546200
Line item description: Equip Repair and Maintenance

Increase (in $): Decrease (in $): 42,000.00

Account Number: 49057220 546700
Line item description: Cart Path Repair and Maintenance

Increase (in $): 63,000.00 Decrease (in $):

Account Number: 49057220 549900
Line item description: Pro Shop Charges

Increase (in $): Decrease (in $): 7,000.00

Account Number: 49057220 551000
Line item description: Office Supplies

Increase (in $): Decrease (in $): 877.00

Account Number: 49057220 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 12,000.00

Account Number: 49057220 552200
Line item description: Vehicle Fuel

Increase (in $): Decrease (in $): 7,000.00

Account Number: 49057220 552300
Line item description: Gear/Uniforms

Increase (in $): Decrease (in $): 3,000.00

Account Number: 49057220 552900
Line item description: Chemical Supplies

Increase (in $): Decrease (in $): 14,000.00

Account Number: 49058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 49,123.00

Account Number: 57002 349500
Line item description: Dental Employee Contributions

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 57056210 534000 Bcadm
Line item description: BCBS Admin Fees

Increase (in $): 68,000.00 Decrease (in $):

Account Number: 57056210 545700
Line item description: Medical Claims

Increase (in $): Decrease (in $): 144,000.00

Account Number: 57056210 545700 Presc
Line item description: Prescription Claims

Increase (in $): 61,000.00 Decrease (in $):

Account Number: 57056215 545500
Line item description: American Heritage Premiums

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 57056217 545800
Line item description: Dental Employee Premiums

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 59001 364420
Line item description: Insurance Proceeds

Increase (in $): 31,000.00 Decrease (in $):

Account Number: 59055900 546600
Line item description: General Liability Repair and Maintenance

Increase (in $): Decrease (in $): 31,000.00

Account Number: 59055900 546900
Line item description: Vehicle Damage Repair and Maintenance

Increase (in $): 62,000.00 Decrease (in $):

Approved by:

_____
Department Head / Manager

_____
City Administrator or Designee

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Nicholas Toth, Fire

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-27-005NT with Motorola Solutions, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Fire Department is updating its emergency alerting infrastructure at Fire Station 1 (1010 9th Avenue West) and Fire Station 3 (2901 59th Street West) by replacing legacy alerting equipment with the Motorola Solutions Mach Alert Fire Station Alerting (FSA) System.

System Integration & Interoperability: The system interfaces directly with the Manatee County Emergency Communications Center (ECC) Computer-Aided Dispatch (CAD). The system transmits alerting data securely over the Trunking infrastructure using the Motorola Data Link Communications (MDLC) protocol. This ensures simultaneous, high-reliability alerting for both City of Bradenton units and Manatee County EMS dispatch streams, replacing obsolete hardware.

Equipment Scope:
Fire Station 1 (#3739064): 1 ACE3600 Station Controller, 5 Turnout Timers, 1 Doorbell, 4 LED Lighting Controllers, 30 RGB LED Light Strips, 3 Touch Pad Zone Selector Switches, and 4 Incident Display Board (IDB) Modules ($110,186.65 total; $34,327.90 equipment / $75,858.75 services).

Fire Station 3 (#3739956): 1 ACE3600 Station Controller, 3 Turnout Timers, 1 Doorbell, 3 LED Lighting Controllers, 24 RGB LED Light Strips, 5 Touch Pad Zone

Selector Switches, and 3 Incident Display Board (IDB) Modules ($107,097.65 total; $33,823.90 equipment / $73,273.75 services).

Contract Value: $217,284.30 executed under PB-27-005NT (pricing valid through December 6, 2026).

FINANCIAL IMPACT:
Funded through (Florida Legislative Appropriations Grant HF 1577)

Total Project Cost: $250,000.00

City's Local Match Responsibility: $62,500.00 (fully budgeted within the department FY27)

Contract Commitments: $217,284.30 (Motorola Solutions) + $29,123.00 (Atlas Solutions) = $246,407.30 total encumbrance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille

SUGGESTED MOTION:
Motion to approve Agreement PB-27-005NT with Motorola Solutions, Inc.

ATTACHMENTS:
Agreement PB-27-005NT Motorola Solutions, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-27-005NT BETWEEN THE CITY OF BRADENTON AND MOTOROLA SOLUTIONS, INC. FOR SOLE SOURCE SERVICES

Motorola Solutions, Inc. ("Supplier"), agrees to enter into an agreement with the City of Bradenton, Florida (the "City"), to provide public safety Communications Technology and Hardware Solutions. Motorola Solutions, Inc. advises that it is the sole source for the services being provided to the City pursuant to this Agreement. This Agreement is in accordance with the specifications per that certain contract dated November 5, 2025, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of public safety video surveillance solutions with related equipment, software, and accessories services (the "Contract"); a copy of which is attached hereto and incorporated herein as Exhibit "A," subject to the following additional provisions which shall supersede any contradictory term found in the underlying Sourcewell Agreement:

1. Any payment due to Supplier shall be paid in accordance with Florida's Prompt Payment Act.

2. Article 1, Paragraph 5 of the Contract outlines the term of the Sourcewell. The term of the Agreement between Supplier and the City shall be as follows:

> EFFECTIVE DATE. This Contract is effective upon the date of the final signature below. This initial term of the Agreement expires at 11:59 P.M. Central Time on July 24, 2029 (the "Initial Term"), unless it is cancelled or extended as defined in this Agreement.
> (a) Extensions. The City and Supplier may agree to up to three (3) additional one-year extensions beyond the Initial Term.
> (b) Exceptional Circumstances. The City Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

3. Article 2, Section 11 of the Contract shall be replaced with the following:

The books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the City for a minimum of five (5) years from the end of the Contract.

4. The following indemnification provision shall be added and prevail over any other prior language:

Supplier (including its agents and employees) hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all third party claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Supplier's performance, non-performance, or material breach of any provision of this Contract or of Supplier's duties or obligations under this Contract; or (ii) Negligence, gross negligence or willful misconduct on behalf of Supplier in performing its duties and obligations under this Contract. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Supplier; and this indemnity shall include injury or death to person(s) or property alleged to have been caused by some defect, design, condition, or performance of Included Solutions under this Contract. Motorola's duties under this Section – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

Notwithstanding any other provisions contained in this Contract to the contrary, any indemnity provided by the City shall be subject to the monetary limitations set forth in §768.28, Fla. Stat. Nothing in this Contract is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under §768.28, Fla. Stat.

EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE WILL NOT EXCEED THE GREATER OF $100 U.S. OR THE FEES PAID FOR THE SPECIFIC PRODUCT OR SERVICE FROM WHICH THE CLAIM AROSE. FOR RECURRING SERVICES, LIABILITY IS CAPPED AT THE FEES PAID IN THE TWELVE MONTHS PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, NOR LOST PROFITS OR LOST REVENUE, REGARDLESS OF THE LEGAL THEORY, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5. Article 12 of the Contract shall be deleted in its entirety and replaced with the following:

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

6. The additional terms below shall govern the venue, jurisdiction and procedural law of the agreement between Supplier and City as follows:

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

7. Supplier shall abide by the following additional insurance terms and conditions, along with the terms and conditions of the Insurance as agreed upon in the underlying Sourcewell Agreement:

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

   (Bodily Injury-Each Accident): $100,00.00
   (Disease-Policy Limit): $500,000.00
   (Disease-Each Employee): $100,000.00

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

   (Each Occurrence Bodily Injury and Property Damage Liability Combined): $300,000.00
   Annual Aggregate (if applicable): $1,000,000.00

8. The following language shall be added to the agreement between the parties, Public Records shall be added as follows:

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

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

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law; Supplier shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract t term and following completion of the Contract if Supplier does not transfer the records to the City;

C. Supplier shall upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Supplier or keep and maintain public records required by the City to perform the service. If Supplier transfers all public records to the City upon completion of the Contract, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon completion of the Contract, Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

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

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

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

9. The following E-Verify terms shall govern between the parties as follows:

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

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

10. The following term shall govern the Suppliers actions as follows:

Supplier certifies that it does not and will not use municipal funds to require its employees, contractors, volunteers, vendors or agents to ascribe to, study, or be instructed using materials related to diversity, equity and inclusion, as defined in s. 166.04971(1), Florida Statutes. A violation of this provision constitutes a material breach of this Contract and grounds for termination by the City.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

George Nassif

GEORGE NASSIF, AREA SALES MANAGER
Motorola Solutions, Inc.

11/10/2026
Date

Gene Brown, Mayor
City of Bradenton

Date

Nicholas Toth

Nicholas Toth, CPPB, Purchasing Manager
City of Bradenton

11/10/2026
Date

Bradenton Fire #1

Proposal #3739064

FSA - Mach Alert BFD1

Skylar Clark **(941) 414-0272** **skylar.clark@motorolasolutions.com**

The design, technical, pricing, and other information (“Information”) furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc (“Motorola”) and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

10/14/2026

RE: **Mach Alert -Bradenton Fire Station #1**

Dear Deputy Chief Canaday,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide Bradenton Fire Rescue with quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

FSA - Mach Alert - Bradenton Fire Station #1

The products and services in this proposal shall be provided under the terms and conditions of the Sourcewell Contract # 020625-MOT ; and its applicable Motorola Solutions Customer Agreement (MCA). You may accept the proposal by delivering to Motorola a signed copy of the enclosed MCA, and issuing a Purchase Order referencing this proposal and the Sourcewell Contract # 020625-MOT . Pricing will remain valid until ***December 6th, 2026***.

Any questions the Bradenton Fire Department has regarding this proposal can be directed to Skylar Clark, at (941) 414-0272, (skylar.clark@motorolasolutions.com).

Our goal is to provide Bradenton Fire with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

George Nassif

George Nassif
Area Sales Manager - Central Florida
Motorola Solutions, Inc.

Pricing Summary

Motorola is pleased to provide the following equipment and services to Bradenton Fire Rescue:

Equipment and Services BFD 1:

Description	Price ($)
Mach Alert Equipment Sourcewell Contract	$34,327.90
Mach Alert Implementation and Warranty Services	$75,858.75
Total	**$110,186.65.**

Optional Bay Door Integration, turnkey:

Description	Price ($)
Mach Alert Equipment Sourcewell Contract	$27,596.25
Total of Equipment & Services with Op Bay Door	**137,782.90**

This pricing is valid until December 6th, 2026.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Payment

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date);

2. 50% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

Contractual Documentation

This proposal is bound by the terms and conditions of Sourcewell Contract # 020625-MOT

Bradenton Fire #3

Proposal #3739956

FSA - Mach Alert BFD3

Skylar Clark **(941) 414-0272** **skylar.clark@motorolasolutions.com**

The design, technical, pricing, and other information (“Information”) furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc (“Motorola”) and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

10/14/2026

RE: **Mach Alert -Bradenton Fire Station #3**

Dear Deputy Chief Canaday,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide Bradenton Fire Rescue with quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

FSA - Mach Alert - Bradenton Fire Station #3

The products and services in this proposal shall be provided under the terms and conditions of the Sourcewell Contract # 020625-MOT ; and its applicable Motorola Solutions Customer Agreement (MCA). You may accept the proposal by delivering to Motorola a signed copy of the enclosed MCA, and issuing a Purchase Order referencing this proposal and the Sourcewell Contract # 020625-MOT . Pricing will remain valid until ***December 6th, 2026***.

Any questions Manatee County has regarding this proposal can be directed to Skylar Clark, at (941) 414-0272, (skylar.clark@motorolasolutions.com).

Our goal is to provide Bradenton Fire with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

George Nassif

George Nassif
Area Sales Manager - Central Florida
Motorola Solutions, Inc.

Pricing Summary

Motorola is pleased to provide the following equipment and services to Bradenton Fire:

Equipment and Services BFD 3:

Description	Price ($)
Mach Alert Equipment Sourcewell Contract	$33,823.90
Mach Alert Implementation and Warranty Services	$73,273.75
Total	**$107,097.65**

Optional Bay Doors Integration, turnkey:

Description	Price ($)
Vehicle Sensors & Install	$26,518.75
Total of Equipment and services with Bay Doors	**$133,616.40**

This pricing is valid until December 6, 2026

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Payment

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services,

payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date);

2. 50% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

Contractual Documentation

This proposal is bound by the terms and conditions of Sourcewell Contract # 020625-MOT

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: Motorola Solutions, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 West Monroe Street, Suite 4400, Chicago, IL 60661 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities. Participation is open to eligible state/province, and municipal governmental entities, higher education, K-12 education, tribal government, and other public-funded entities located in the United States and Canada.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the

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Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

   1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

      Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

      a. In-station Public Safety alerting or paging systems;
      b. Dispatch/control room consoles and associated integrated communications equipment;
      c. Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems;
      d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
         i. Satellite communications equipment;
         ii. Portable and deployable wireless hubs, routers, and networks;
         iii. Mesh networks and mesh radios;
         iv. Land mobile/broadband radios;
         v. Push to talk over Cellular (PoC) handsets; and,
         vi. High Power User Equipment (HPUE) for LTE; and,
      e. Airborne, marine, and underwater communication systems.

   2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.

7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

10) **Not to Exceed Pricing.** All Included Solutions shall be priced as stated in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will adhere to the state and local statutes of each jurisdiction and agency when conducting business, including that with Sourcewell. As every state and local agency has different regulations and requirements, Supplier will evaluate and adhere to all applicable legal requirements. Supplier with uphold or obtain any licenses required by states with those designations. Participating Entities may request all relevant documentation directly from Supplier.

iii) Supplier warranties for Included Solutions are set forth in Supplier's then-current Motorola Solutions Customer Agreement found at (https://www.motorolasolutions.com/en_us/about/legal.html).

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** To the extent applicable, Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Supplier's books and records provided to Sourcewell and the Minnesota State Auditor pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Supplier. In no circumstances will Supplier be required to create or maintain documents not kept in the ordinary course of Supplier business operations.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Supplier or its agents or employees. Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Supplier's indemnification obligations under the Contract are excluded from this provision. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance as follows:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer

Docusign Envelope ID: AE50B720-BCC2-4874-AF60-11149CBEE718

edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Upon policy(ies) renewal, updated certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days

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in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Unless negotiated with the Participating Entity, acceptance or rejection shall be communicated to Supplier in writing within five (5) days of delivery. Failure to notify Supplier in writing within five 5) days will deem equipment as accepted by the participating entity.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Supplier will require the use of the then-current Motorola Solutions Customer Agreement (MCA) an example of which may be found at (https://www.motorolasolutions.com/en_us/about/legal.html). Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually

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agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

Direct US Federal Orders: Motorola contracts with the U.S. Government under 48 CFR (FAR) Part 12 "commercial product and services" procedures and under standard terms set out at http://www.motorolasolutions.com/fedgov/omterms. Federal orders will be subject to MSI's contractual review to address Federal contract provisions incorporated in such orders.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Motorola Solutions, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Scott Lees 0D7470799D1A4DF...
By: _____	By: _____
Jeremy Schwartz	Scott Lees
Title: Chief Procurement Officer	Title: Regional Vice President
Date: 11/5/2025 | 9:05 PM CST	Date: 11/5/2025 | 1:38 PM CST

EXHIBIT A

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name:	Motorola Solutions, Inc.
Address:	500 W Monroe St Ste 4400 Chicago, IL 60661
Contact:	Larsen Grabenkort
Email:	larsen@motorolasolutions.com
Phone:	971-227-2856
HST#:	36-1115800

Submission Details

Created On:	Friday December 13, 2024 10:15:44
Submitted On:	Thursday February 06, 2025 09:14:26
Submitted By:	Lane Feingold
Email:	lane.feingold@motorolasolutions.com
Transaction #:	6927b475-d407-4c35-8356-cbf4244676be
Submitter's IP Address:	147.243.203.207

EXHIBIT A

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Motorola Solutions, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	All Public Safety Radio orders will be made on Motorola Solutions paper with a purchase order made out to Motorola Solutions. All Professional & Commercial Radio orders will be placed with authorized Motorola Solutions Resellers if applicable. A list of Authorized Motorola Solutions Resellers will be provided upon contract award.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78205	*
5	Provide your NAICS code applicable to Solutions proposed.	334300	
6	Proposer Physical Address:	Motorola Solutions, Inc. 500 West Monroe Street, Suite 4400 Chicago, IL 60661	*
7	Proposer website address (or addresses):	www.motorolasolutions.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Scott Lees Regional Vice President 500 West Monroe Street, Ste 4400 Chicago, IL 60661 scott.lees@motorolasolutions.com 714-553-9003	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	EXHIBIT A Motorola Solutions, Inc. ("Motorola") is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and recently revolutionizing public safety by creating the first complete ecosystem acquisition and integration of a number of specialized companies. From its inception to now, Motorola Solutions radio technology leads the industry in public safety and commercial radio. We are not perfect, but we will always remain present to see through the commitments we have made. And we will continue to innovate and push the technology forward to help our customers be their best in the moments that matter.	*
12	What are your company's expectations in the event of an award?	If awarded, Motorola expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going to bid.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate our financial strength and outlook, Motorola has uploaded our 2024 Q3 earnings press release with consolidated Operations Statement. This document provides the most up-to-date, meaningful data on Motorola's financial position. Additional financial statements, and updated earnings releases are available at https://www.motorolasolutions.com/investors/earnings-and-sec-filings.html#id3532493800 and can also be provided upon request.	*
14	What is your US market share for the Solutions that you are proposing?	Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
15	What is your Canadian market share for the Solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Motorola Solutions, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assistance for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Motorola Solutions is a manufacturer as well as a service provider. We have a direct sales force of 230 people across the United States as well as over400Manufacturer Representative sellers throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging an integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners to deliver unparalleled value and ease of doing business with our Customers. The Manufacturer's Representative (MR) Sales Program requires its representatives to be properly trained and up-to-date to ensure that our MRs are familiar with our products/solutions and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola. Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry. The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery. From the Service Shop perspective, Motorola has 450+ registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers. Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the training and certifications specific to Motorola ASTRO 25 Systems & Infrastructure, Astro 25 Subscribers, P25, R56, and Motorola's Service Specialist Program.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	EXHIBIT A Personnel who will support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes: ¬ Antenna System Analysis (SRV2012) ¬ Astro Ethernet Testing ¬ Astro Networking I ¬ Astro Firewalls/CEN ¬ End-to-End Audio ¬ Link Verification ¬ LMR Master Basics ¬ Network+ Bootcamp ¬ Passive Intermodulation ¬ R56 Installer/Auditor (NST9257) ¬ Security+ Bootcamp ¬ Signal Investigation Techniques CompTIA Certifications: ¬ CompTIA Network+ ¬ CompTIA Secuity+ ETA Certifications: ¬ Antenna System Analysis (ASA) ¬ APX Radio Technician (APX) ¬ Associate (CETa) ¬ Astro 25 RF Site Preventative Maintenance (A25-SPM) ¬ Certified Service Manager (CSM) ¬ Communication Site Inspector / Auditor (CSIA) ¬ Communication Site Installer (R56) ¬ Computer Service Technician (CST) ¬ Customer Service Specialist (CSS) ¬ Data Cabling Installer (DCI) ¬ Industrial Electronics (IND) ¬ Information Technology Security (ITS) ¬ General Communications Technician I (GCT1) ¬ General Communications Technician II (GCT2) ¬ GTR 8000 P25 RF Site Performance Verification (GTR-SPV) ¬ GTR 8000 Repeater Site Technician (GTT) ¬ Master CET (CETma) ¬ Master Specialty (CETms(RF or IT)) ¬ M Core Technician (MCT 7.x) ¬ Microwave Radio Technician (MRT) ¬ Mobile Communications and Electronics Installer (MCEI) ¬ Network Computer Technician (NCT) ¬ Network Systems Technician (NST) ¬ PIM ¬ RADAR (RAD) ¬ RF Signal Investigation Techniques (RFSIT) ¬ T1 Link Verification (T1LV) ¬ Telecommunications (TCM) ¬ Wireless (USMSS/TRN/WCN) ¬ Wireless Network Technician (WNT) ¬ PIM ¬ RADAR (RAD) RF Signal Investigation Techniques (RFSIT) ¬ T1 Link Verification (T1LV) ¬ Telecommunications (TCM) ¬ Wireless (USMSS/TRN/WCN) ¬ Wireless Network Technician (WNT)	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Motorola Solutions, Inc. (“Motorola”) asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Company Awards: Forbes Most Trusted Companies in America, 2025 TIME Best Companies for Future Leaders, 2025 Newsweek America's Greenest Companies, 2025 Newsweek America's Most Responsible Companies, 2025 Built In 100 Best Large Companies to Work for in Chicago, 2024 Built In Chicago 100 Best Places to Work in Chicago, 2024 Disability Equality Index Best Places to Work, 2024 Fast Company World’s Most Innovative Companies, 2024 Fast Company Best Workplaces for Innovators, Large Companies and Enterprise Products & Services, 2024 Forbes America's Best Employers for Veterans, 2024 Forbes World's Best Employers, 2024 Forbes World's Top Companies for Women, 2024 Government Technology GovTech 100, 2024 Newsweek America's Most Trusted Companies, 2024 Newsweek World's Most Trustworthy Companies, 2024 Newsweek America's Greatest Workplaces for Diversity, 2024 TIME World's Best Companies, 2024 TIME America's Best Mid-Size Companies, 2024 USA Today America’s Climate Leaders, 2024 Women Tech Council Shatter List, 2024 Wall Street Journal Best Managed Companies, 2024 Technology Awards: iF Design Award, TLK 25 Radio, 2024 Red Dot Design Award, TLK 25 Radio, 2024 Chicago Athenaeum Good Design Award, APX N70 Radio, 2023	*
21	What percentage of your sales are to the governmental sector in the past three years?	Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
22	What percentage of your sales are to the education sector in the past three years?	Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Motorola Solutions holds agreements with NASPO, HGAC, Texas DIR, and has numerous other frame agreements and statewide contracts.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA or SOSA contract for Radio Products.	*

Table 2B: References/Testimonials

EXHIBIT A

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Arizona Wireless Systems Bureau	Jeremy Knoll	602-881-3028	*
State of New Mexico Public Safety Communications	Michael Rohrbacher	505-316-5040	*
Douglas County Sheriff's Office (Colorado)	Jeff Vaughn	303-660-7506	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Motorola Solutions has approximately 230 direct (Motorola badged) sales employees that sell the hardware, software, and services included in this RFP response. Motorola also has a Manufacturer's Representative (MR) channel consisting of over 400+ sellers that cover the United States. These MR sellers conduct sales associated with this contract that will flow directly through Motorola. Motorola direct and MR sellers are able to sell our public safety communication equipment to our customers. Motorola Solutions also has 438 Channel Partners with 1,680 sellers across the US. Motorola Channel Partners are able to sell commercial equipment to our customers. Motorola has direct, MR, and Channel Partners representation in all 50 states.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Motorola has approximately 800 direct (Motorola badged) sales employees sales and service representation in all 50 states. If applicable, a list of Authorized Motorola Solutions Resellers will be provided upon contract award.	*
28	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of 165 Service Partners and 450 Partner locations across all 50 states. Both FSO and our Service Partners are both described in the answer to Line 17.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For our Public Safety communication equipment, only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions. If applicable, All Professional & Commercial Radio orders will be placed with authorized Motorola Solutions Resellers. A list of Authorized Motorola Solutions Resellers will be provided upon contract award. authorized Motorola Solutions Resellers will propose and do business on their own terms and conditions subject to their own liability. They will not produce quotes/proposals or invoices on behalf of Motorola Solutions.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service offers vital support through a customized blend of local field service teams, centralized experts utilizing an advanced service delivery platform, product repair centers, and the MyView Portal. These service components work together seamlessly to quickly assess problems, accurately identify root causes, and efficiently resolve issues, ensuring the prompt restoration of the customer's network to full functionality. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully equipped and staffed to provide our products and services to Sourcewell participating agencies across the United States. With a proven track record spanning decades, we are committed to delivering exceptional service and consistently meeting our customers' needs. After participating in this contract for the last four years, our internal process for handling prospective customers through Sourcewell, quoting, and processing orders using Sourcewell is proven and has been solidified.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of our RFP response.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will not be serving any part of Canada through the proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Within the United States, we will be fully serving all Federal, State, local government and education entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. (“Motorola”) asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Motorola Public Safety equipment is limited to the following participating entities: • State and Local government entities; • Cities, Towns and Counties; • Education service cooperatives; • K-12 and higher education entities; • Tribal government entities; and • Public-funded agencies. If applicable, Professional & Commercial Radio orders could be sold to nonprofit entities with authorized Motorola Solutions Resellers. A list of Authorized Motorola Solutions Resellers will be provided upon contract award	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships we build with our customers and actively engages with them on a regular basis. We also connect through live events, webinars, and tradeshows. We plan to host webinars to explain the benefits of the Sourcewell contract to all of our sellers. Additionally, plan to run region-specific contract-exclusive promotions through email campaigns to help promote the Sourcewell contract to our customers. These are two things that we have not done much in the last 4 years, but we plan to put effort into them if awarded.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions utilizes its social media platforms—LinkedIn, Facebook, Twitter, and YouTube—to share our values and mission. Through these channels, we promote upcoming product and software launches, showcase customer success stories, and share marketing materials such as videos and documents to emphasize our dedication to public safety. We also sponsor customer-led programs that offer a platform for user feedback..	*
39	In your view, what is Sourcewell’s role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	If awarded the contract, we will create collateral for our direct sellers to help promote Sourcewell. We have grown this contract throughout the last four years without much promotional effort, but know that this is something we plan to do to continue to grow the dollars purchased using Sourcewell. Discussing the Sourcewell contract with any/all of our customers is beneficial because they have a contracting vehicle in place that is already competitively bid and priced, and a purchase using Sourcewell can typically be made without the purchasing agency going to bid.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). However, all of our accessories and many of our parts are available through that system for our customers to order at any time. When using the e-procurement system, eligible agencies can select the Sourcewell contract so that the proper discounts, per the contract pricing, are given.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions offers a Learning eXperience Portal (LXP) that provides access to all resources from our Worldwide Learning Services (WLS) team. Through the portal, you can register for training, complete online courses, and track your progress on any required training. We also offer in-person training for select courses. While training is not mandatory, we strongly recommend it for customers using a solution for the first time. You can access our training portal here: https://learning.motorolasolutions.com/.	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	Motorola's public safety radios and radio systems all follow the Project 25 (P25) Standard. The P25 standard was created to allow for the highest level of radio interoperability between public safety agencies. Following the P25 standard allows for other manufacturer's P25 radios to work on our P25 infrastructure, and for our radios to work on other manufacturer's P25 infrastructure. Motorola's commercial radios and radio systems all follow the Digital Mobile Radio (DMR) Standard. The DMR standard was created to allow for interoperability between commercial radio systems when desired. Following the DMR standard allows for other manufacturer's DMR radios to work on our DMR infrastructure, and for our radios to work on other manufacturer's DMR systems. In addition, our radio solutions can communicate with Security Cameras, Body Worn Cameras, Computer Aided Dispatch Systems, and Access Control System, which can improve response times when incidents occur.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Please see pages 58-76 of our 2023 Corporate Responsibility Report attached. It can also be found here: https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We’re proud of the following recognition we received in 2023, demonstrating our commitment to sustainability and the environment: • Investor’s Business Daily 100 Best ESG Companies • Newsweek America’s Most Responsible Companies • Newsweek America’s Greenest Companies • USA Today America’s Climate Leaders All of our sites that produce the equipment that we sell are ISO 14001, ISO 45001 and ISO 9001 certified. Our Chicago, Illinois headquarters continues to maintain the following designations: LEED Gold, Energy Star and BOMA360 More information can be found on pages 58-76 of our 2023 Corporate Responsibility Report attached. It can also be found here: https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a leading provider of public safety solutions with over 90 years of experience. Our core mission is to serve the public safety sector. We’ve invested over $12 billion in organic Research and Development and acquisitions over the last 10 years advancing our technologies. We dedicate our R&D efforts to creating integrated solutions that work seamlessly together. Through this approach, we’ve developed an end-to-end platform that supports the entire incident management process—from the moment someone calls 911 to the closure of the case. Additionally, we offer comprehensive implementation, managed, and support services to ensure our solutions are properly installed and maintained throughout their entire lifecycle. Also, between our direct, MR, and dealer sellers for sales, and our Field Service Organization, Motorola Certified Service Shops, and dealers for service… our presence in the United States is second to none in the industry.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	No	*
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	No	*
48		Women Business Enterprise (WBE)	○ Yes ◉ No	No	*
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	No	*
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	No	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	No	*
52		Small Business Enterprise (SBE)	○ Yes ◉ No	No	*
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	No	*
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	No	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30. Acceptable forms of payment are electronic payments (EFT or ACH), physical check, or credit card.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have included all standard transaction documents as part of our uploaded response. They include: 1. Exceptions/Clarifications to RFP#020625 2. Master Agreement Document with applicable redlines 3. Motorola Solutions standard contractual documentation to supplement Sourcewell's Master Agreement #020625 We look forward to further discussions regarding all standard transaction documents provided in this proposal.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept the P-Card procurement and payment process. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	EXHIBIT A The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. We are showing discount this way due to the size and complexity of our pricebook. It would be almost impossible to keep our full pricebook to date on the website. The discount details can be found in the pricing page that has been uploaded with our response.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing page of this response shows all of the different percentage discounts off of list price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts and/or system incentives may be applied based on the size and scope of the opportunity. We do not have any volume discounts based on specific quantities.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at cost plus. The percentage used varies depending on the item.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Integration and support services may be needed as a part of a Sourcewell member agency purchase. Those are priced on a per day basis. But each opportunity that requires integration and/or support services is unique and will require a custom quote for the necessary scope.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For our public safety grade equipment we do not charge freight, delivery, and shipping to government customers. For our Commercial & Professional grade equipment, customers can be subject to additional costs for delivery.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no specific or different freight, shipping, or delivery terms for Alaska or Hawaii for government customers. Shipping terms are FOB Shipping. Canada is not a part of our response.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any other distribution and/or delivery methods for the equipment included in this response that have not been discussed in our previous answers.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The quoting system that is used by Motorola Solutions requires that you pick the contract being used. When the Sourcewell contract is selected, that assures that the pricing discounts promised as a part of our response to this RFP are applied to the pricing in the quote, and shows that the Sourcewell contract has been used in the heading of the quote given to the customer.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The best metric that we have is the quarterly report that is run internally to provide to Sourcewell. Our goal would be for the amount sold each quarter to grow. Another metric that we can start tracking for Motorola Direct sellers is to see who is and is not using Sourcewell with any of their customers, with the goal being to bring that number as close to zero as possible.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose to keep the Administration Fee at 1%.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. They include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Services (P25 and DMR) Mobile and Portable radios and accessories (P25 and DMR) Base Stations and accessories (P25 and DMR) Radio Dispatch Consoles (P25 and DMR) Interoperability Solutions Fire Station Alerting Solutions and Services Radio Site Civil Infrastructure (Towers, Shelters, UPSs and Generators) Radio Implementation and Maintenance Services	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed in our previous answer.	*

Table 78: Depth and 8readth of Offered Solutions EXHIBIT A

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

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		Yes / No	Mach Alert	*
74	Dispatch/control room consoles and associated integrated communications equipment;		Yes / No	MCC7500e, CommandCentral AXS, and Avtec consoles. Nice and Verint Loggers	*
75	Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems		Yes / No	The APX and APX N series radio	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		Yes / No	See Below	*
77		Satellite communications equipment;	Yes / No	RF Site Backhaul	*
78		Portable and deployable wireless hubs, routers, and networks	Yes / No	Portable and deployable wireless hubs, routers, and networks	*
79		Mesh networks and mesh radios	Yes / No	No	*
80		Land mobile/broadband radios	Yes / No	The APX and APX N series radios, TRBO radios, and the Ion	*
81		Push to Talk over Cellular (PoC) handsets	Yes / No	TLK Devices	*
82		High Power User Equipment (HPUE) for LTE	Yes / No	No	*
83	Airborne, marine, and underwater communication systems		Yes / No	No	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

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

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

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - MSI Sourcewell Pricing - For RFP Response 020625.pdf - Wednesday February 05, 2025 21:44:53
- Financial Strength and Stability - Financial Strength & Stability - Q3 2024 Financial Report.pdf - Wednesday February 05, 2025 21:47:35
- Marketing Plan/Samples - How to Use Sourcewell - Partners (1).pdf - Wednesday February 05, 2025 21:48:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell 020625_Exceptions & Clarifications.pdf - Wednesday February 05, 2025 21:49:09
- Requested Exceptions - Sourcewell 020625_Exceptions & Clarifications.pdf - Wednesday February 05, 2025 21:49:15
- Upload Additional Document - RFP_020625_Motorola Solutions Full Response.pdf - Thursday February 06, 2025 09:12:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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

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

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lane Feingold, Senior Account Manager, Motorola Solutions, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:10 PM	☑	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	☑	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	☑	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	☑	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	☑	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	☑	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	☑	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	☑	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	☑	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	☑	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	☑	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	☑	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	☑	1

PUBLIC SAFETY		
Product Summary	**Catalog Description**	**Percentage Discount (Off List Price)**
Infrastructure	Fire Station Alerting Hardware	10%
Infrastructure	Fire Station Alerting Software	15%
Infrastructure	Radio Base Station Hardware	15%
Infrastructure	Radio Base Station Software	20%
Infrastructure	Master Site ASTRO Hardware	15%
Infrastructure	Master Site ASTRO Software	20%
Infrastructure	Transport Hardware	10%
Infrastructure	Moscad Hardware & Software	10%
Infrastructure	Interoperability Solutions	10%
Infrastructure	Paging Hardware & Software	10%
Infrastructure	Alarm & Control System	10%
Infrastructure	Vehicular Repeaters	10%
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%
Subscribers	All APX Portable Radio Subscriber Device	27%
Subscribers	All APX N Portable Radio Subscriber Device	27%
Subscribers	All APX Mobile Radio Subscriber Device	27%
Subscribers	All APX Desktop Radio Subscriber Device	27%
Subscribers	Flashport Software	20%
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%
Subscribers	Standalone Subscriber Accessories	15%
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%
Consoles	Console Hardware & Software	15%
Consoles	Console Accessories	15%
Consoles	Console Service	0%
Avigilon Software & Hardware	Avigilon Software & Hardware	10%
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%
Drop Ship	Distributed Antenna Systems	10%
Drop Ship	Site Equipment	10%
Drop Ship	Buildings & Towers	5%
Drop Ship	Antenna & Line	15%
Drop Ship	Test Equipment	10%
Drop Ship	Computers & Accessories	15%
Drop Ship	Time & Frequency Systems	15%
Drop Ship	Wireless Modems	5%
Avigilon Hardware & Software	Avigilon Hardware & Software	10%
System Integration & Support Services	ASTRO Maintenance Support Services	0%

System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%

PROFESSIONAL & COMMERCIAL **

Stated discount % will also be applied to any additional options added to Radio Order

Product Summary	Catalog Description	Fixed Percentage Discount (Off List Price)
Commercial Radios	CURVE	10%
Commercial Radios	DTR700	10%
Commercial Radios	BPR40 / BPR50dX	15%
Commercial Radios	CP185	15%
Commercial Radios	CP100d	15%
Commercial Radios	CP200D / R2	15%
Commercial Radios	SL300	15%
Commercial Radios	EVX-S24	15%
Commercial Radios	CM200D	15%
Commercial Radios	CM300D	15%
Commercial Radios	XPR 3300e / R5	15%
Commercial Radios	XPR 3500e / R5	15%
Commercial Radios	SL3500	15%
Commercial Radios	XPR 7350e	15%
Commercial Radios	XPR 7550e	15%
Commercial Radios	XPR 7580e	15%
MOTOTRBO Professional Radios	MOTOTRBO R7	15%

MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%
MOTOTRBO Professional Radios	XPR 5550e	15%
MOTOTRBO Professional Radios	XPR 5580e	15%
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%
MOTOTRBO Digital Infrastructure	SLR 1000	10%
MOTOTRBO Digital Infrastructure	SLR 5700	10%
MOTOTRBO Digital Infrastructure	SLR 8000	10%
MOTOTRBO Digital Infrastructure	Capacity Max / Capacity Plus Trunking System Hardware, Software & Licenses	10%
Dispatch Console	AVTEC Dispatch Console	10%
Body-Worn Camera	Body Worn Cameras VB400 / V200 / VT100	10%
Drop Ship	Distributed Antenna Systems / Bi-Directional Amplifier	10%
Drop Ship	Call Boxes	10%
System Integration & Support / Install	System Integration & Support / Install	0%
Incident Management Solutions	Ally / Noggin	0%
Mass Notification	RAVE	0%
PTT Wave Devices	TLK100 / TLK110 / TLK150 / TLK25	10%
Wave Subscription	Wave Subscription Service	0%
All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.		

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Nicholas Toth, Fire

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract SS-26-047NT with Atlas Solutions, Inc. for Installation Services relating to the Motorola Mach Alert Fire Station Alerting System

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Fire Department is updating its emergency alerting infrastructure at Fire Station 1 (1010 9th Avenue West) and Fire Station 3 (2901 59th Street West) by replacing legacy alerting equipment with the Motorola Solutions Mach Alert Fire Station Alerting (FSA) System.

Atlas Solutions Audio Package: Secondary facility modifications for audio amplifier integration and display mounting totaling $29,123.00 ($20,388.00 for Station 1 and $8,735.00 for Station 3), procured via City-approved Single Source Justification (Mach Alert Preferred Partner endorsement).

System Integration & Interoperability: The system interfaces directly with the Manatee County Emergency Communications Center (ECC) Computer-Aided Dispatch (CAD). The system transmits alerting data securely over the Trunking infrastructure using the Motorola Data Link Communications (MDLC) protocol. This ensures simultaneous, high-reliability alerting for both City of Bradenton units and Manatee County EMS dispatch streams, replacing obsolete hardware.

FINANCIAL IMPACT:
Funded through (Florida Legislative Appropriations Grant HF 1577)

Total Project Cost: $250,000.00

City's Local Match Responsibility: $62,500.00 (fully budgeted within the department FY27)

Contract Commitments: $217,284.30 (Motorola Solutions) + $29,123.00 (Atlas Solutions) = $246,407.30 total encumbrance.

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

SUGGESTED MOTION:
Motion to approve Contract SS-26-047NT with Atlas Solutions, Inc. for installation services relating to the Motorola Mach Alert Fire Station Alerting System.

ATTACHMENTS:
SS-26-047NT with Atlas Solutions

CONTRACT WITH ATLAS SOLUTIONS, INC. FOR INSTALLATION SERVICES RELATING TO THE MOTOROLA MACH ALERT FIRE STATION ALERTING SYSTEM

THIS CONTRACT is made and entered into as of the 18th day of November, 2026, by and between THE CITY OF BRADENTON, a Florida municipality, hereinafter referred to as the "City" and ATLAS SOLUTIONS, INC., a Florida profit corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City issued a Notice of Intent to Award a Sole Source Contract, SS 26-047NT (the "Notice") for Fire Station Alerting (FSA) system, including all associated hardware, software, programming, testing, configuration, implementation, and support services; and,

WHEREAS, the Notice provided that the City intends to procure the FSA system from Mach Alert, Inc., the sole provider of the Mach Alert Fire Alerting System;

WHEREAS, Mach Alert, Inc. notified the City that Contractor is its exclusive preferred partner and certified installer for the Motorola-Mach Alert Station Alerting solution in the region;

WHEREAS, the City desires to enter into a contract with Contractor to install the materials and provide the labor for the Mach Alert Fire Alerting System, consistent with Contractor's proposal dated October 6, 2026 (the "Proposal").

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

A. SCOPE OF WORK

The Notice and the Proposal (collectively the "Contract Documents"), are attached hereto and incorporated herein, as Exhibit "A." To the extent there is conflict between the terms and provisions of the Contract Documents, this Contract shall prevail. The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the services as described in the Contract Documents (the "Scope of Work").

B. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor. The Scope of Work shall be completed by June 1, 2027 (the "Completion Date"). The Completion Date may be extended upon written mutual consent of the Parties.

C. COMPENSATION AND PAYMENT

The City shall pay the Contractor the amounts provided for in the Proposal. Contractor shall submit an invoice to the City upon completion of the Scope of Work. The City shall pay the Contractor's invoices in accordance with Florida's Prompt Payment Act.

D. ADDITIONAL SERVICES

No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City. If the City requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. Any additional service or work performed before a written amendment to this Contract shall not be compensated by the City.

E. CONTRACTOR'S INSURANCE

Contractor shall not commence work under the Contract until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of the Contract, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Contract.

E) By way of its execution of this Contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and
b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Corey Phipps, Administrative Officer
Reference: Mach Alert Fire Station Alerting System (Stations 1 & 3)

F. RESPONSIBILITIES OF THE CONTRACTOR

1. Contractor acknowledges that it is familiar with the requirements and specifications for in the Contract Documents, and that it will perform the services as required.

2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
3. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the contractor does not abide by the terms of this Section.
4. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
5. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the Contractor. Such records shall be retained for a minimum of three (3) years after completion of the services.

G. TIMELY PERFORMANCE OF CONTRACTOR

1. The timely performance and completion of the required services is of the essence and vitally important to the interest of the City.
2. City and Contractor recognize and agree that time is of the essence, and that City will suffer financial losses if the agreed timeframe is not achieved. City and Contractor also recognize and agree that it would be impossible to correctly determine or estimate the entire or exact cost, damage, or injury that the City may sustain by reason of any failure of the Contractor to achieve the agreed timeframe. As such, in the event Contractor is unable to complete the Scope of Work by the Completion Date, Contractor shall be liable for liquidated damages in an amount equal to $250.00 per day for each day beyond the Completion Date required to complete the Scope of Work, and City may deduct such liquidated damages amount from the final payment. Such sum is agreed on as compensation for the injury suffered by the City, and not as a penalty. Contractor may extend the Completion Date only upon written approval of the City of a written change order requesting an extension. Contractor may also extend the Completion Date upon the occurrence of acts of force majeure beyond the control of Contractor, provided Contractor shall provide written notice of such delay within three (3) days following the occurrence. Any written change order requesting an extension of time shall state the specific number of days by which Contractor is requesting the Completion Date be extended.
3. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the information presented in the Contract Documents. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Contractor's

key personnel must receive the City's written approval before said changes or substitution can become effective.

H. OBLIGATIONS OF CITY

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

I. TERMINATION

Either Party has the right to terminate the Contract upon thirty (30) days written notice to the other party. If City cancels, it shall remit payment for work performed by Contractor in accordance with the Contract as of the date of termination. If Contractor cancels, it shall provide City with all labor and materials paid for by the City as of the date of termination.

J. INDEMNIFICATION

Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

K. PUBLIC RECORDS

To the extent applicable, the Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Contractor shall keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
3. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Contractor does not transfer the records to the City;

4. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and
5. Contractor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE 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:

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

L. E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. Contractor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City. Contractor shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

M. ANTI-HUMAN TRAFFICKING

Section 787.96, Florida Statutes, requires that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must

provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

N. DEI CERTIFICATION

Contractor certifies that it does not and will not use municipal funds to require its employees, contractors, volunteers, vendors or agents to ascribe to, study, or be instructed using materials related to diversity, equity and inclusion, as defined in s. 166.04971(1), Florida Statutes. A violation of this provision constitutes a material breach of this Contract and grounds for termination by the City.

O. MISCELLANEOUS

1. This Contract shall be governed by the laws of the State of Florida. Venue for any litigation relating to this Contract shall be in Manatee County, Florida, or, if federal, the United States District Court for the Middle District, Tampa Division.

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

3. The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Contract, and it is not acting as an employee of the City.

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

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

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

7. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

8. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.

9. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

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

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

To Owner: City of Bradenton
Attn: Corey Phipps
1010 9th Avenue West
Bradenton, Florida 34205

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

To Contractor: Atlas Solutions, Inc.
Attn: Dave Mann
2071 58th Ave Cir E
Bradenton, FL 34203
Email: davemann@atlassolutionsinc.net

With a copy to: Atlas Solutions, Inc.
Attn: Paul Fagan
2071 58th Ave Cir E
Bradenton, FL 34203
Email: paulfagan@atlassolutionsinc.net

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

[SIGNATURE PAGE TO FOLLOW]

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

CONTRACTOR:

Print Name: Dave Mann

Signed By: 

Title: President

Date: 11/9/2026

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY: _____
TAMARA MELTON
City Clerk

Approved as to form:

BY: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A

Notice of Intent to Award a Sole Source Contract, SS 26-047NT and Contractor's Proposal dated October 6, 2026

EXHIBIT B
Single Source Justification Form

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

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

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

   The Bradenton Fire Department selected Atlas Solutions, Inc. based on technical site assessments and an itemized turnkey proposal to integrate facility audio rewiring, amplifier head-ends, and incident display hardware with our incoming Motorola Mach Alert Fire Station Alerting System.
   Primary Contact: Dave Mann, Sales Representative, Atlas Solutions, Inc.
   Vendor Address: 2071 58th Avenue Cir E, Bradenton, FL 34203
   License: CGC060425 / EC0002520

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

   Atlas Solutions, Inc. has been formally designated by the system manufacturer, Mach Alert, Inc., as their exclusive Preferred Partner and Installer for the Motorola–Mach

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

   Attached to this justification is an official letter dated October 21, 2026, from Ernesto Ramos, Vice President & General Manager of Mach Alert, Inc., confirming:

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

   The Fire Department initiated competitive outreach on October 16, 2026, transmitting detailed RFQ packages with equipment schedules, speaker configurations, and

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

   If this single-source request is not approved and must undergo standard formal sealed bidding, the project will be delayed by 60 to 90 days. This delay would directly

Requestor's Signature: Corey Phipps Digitally signed by Corey Phipps Date: 2026.11.03 15:27:15 -05'00' Date: 10/26/2026

Purchasing Manager's Signature: Corey Phipps Digitally signed by Corey Phipps Date: 2026.09.08 11:37:27 -04'00' Date: 10/26/2026

MACH ALERT

Mach Alert, Inc.
715 South US Highway 301
Tampa, FL 33619

October 21, 2026

Corey Phipps
Administrative Lieutenant
City of Bradenton Fire Department

RE: Atlas Solutions, Inc. – Preferred Partner for the Motorola - Mach Alert Fire Station Alerting (FSA) System

Dear Lieutenant Phipps

We wish to emphasize that Atlas Solutions, Inc. is preferred partner and installer of the Motorola – Mach Alert Fire Station Alerting solution. Atlas Solutions has been provided with the training and has Mach Alert experience and expertise necessary to work on the Mach Alert Fire Station Alerting system for the City of Bradenton Fire Department.

Mach Alert and Atlas Solutions' team has successfully installed and operationalized the Mach Alert product, along with all associated hardware and software for Manatee County, FL.

Furthermore, the training and field experience related to the Mach Alert FSA system were specifically designed for Atlas Solutions' personnel and for the City of Bradenton Fire Department's Mach Alert FSA system.

We appreciate your continued trust in our capabilities and commitment to ensuring the seamless operation of the mission critical Motorola - Mach Alert FSA system.

Sincerely,

E. Ramos

Ernesto Ramos
Mach Alert, Inc.
Vice President & General Manager
Ernie.Ramos@machalert.com

EXHIBIT B
Sole/Single Source Justification Form

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

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

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

   The Bradenton Fire Department selected Motorola Solutions, Inc. in partnership with Mach Alert, Inc. through the nationally recognized cooperative purchasing contract Sourcewell Contract #020625-MOT. This acquisition directly implements our funded state legislative project, Florida House Appropriations Project Request HF 1577 (Bradenton Fire Department Station Alerting Systems), administered by the Florida Department of Financial Services (DFS).

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

   The Mach Alert Fire Station Alerting (FSA) platform possesses unique, proprietary architectural capabilities that no other public safety alerting manufacturer provides:

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

   As confirmed in the attached official manufacturer certification letter from Mach Alert, Inc. (Ernesto Ramos, VP & General Manager): Mach Alert, Inc. is the sole creator,

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

   The evaluation and vetting of station alerting platforms was conducted directly by the Manatee County Radio Division and the Emergency Communications Center (ECC).

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

   Disapproval of this sole source justification will severely compromise department operations, inter-agency response capabilities, and state grant compliance:

Requestor's Signature: Corey Phipps — Digitally signed by Corey Phipps Date: 2026.09.08 11:37:27 -04'00' — Date: 09/08/2026

Purchasing Manager's Signature: Nicholas Toth — Digitally signed by Nicholas Toth Date: 2026.09.08 11:55:07 -04'00' — Date: 9/8/2026

Exhibit A

CITY OF BRADENTON
NOTICE OF INTENT TO AWARD
A SOLE SOURCE CONTRACT

SINGLE SOURCE #	26-047NT	**DEPARTMENT:**	Bradenton Fire Department (BFD)
TITLE	Mach Alert Fire Station Alerting System		
PROCUREMENT SPECIALIST	Nicholas Toth, CPPB		
ADVERTISED DATE	08/19/2026	**RESPONSE DATE**	08/27/2026

NOTICE OF INTENT TO AWARD A SOLE SOURCE

The City of Bradenton Purchasing Division provides this notice of its intent to award a sole source contract with a value of $250,000.00 with Mach Alert, Inc. for Fire Station Alerting (FSA) system, including all associated hardware, software, programming, testing, configuration, implementation, and support services.

BACKGROUND/INFORMATION

The City of Bradenton Purchasing Division has completed a due diligence review and intends to procure Fire Station Alerting (FSA) system from Mach Alert, Inc. without conducting a competitive solicitation process for the following reasons:

Mach Alert, Inc. is the sole provider of the Mach Alert Fire Alerting System including all associated hardware, software, programming, testing, configuration, implementation, and support services. These products and services are proprietary to Mach Alert, Inc. and match the existing infrastructure, making alternative systems technically incompatible.

Any company that believes it can provide this good/service, must submit detailed information about its good/services to the City of Bradenton Purchasing Department no later than August 27, 2026 for evaluation and consideration

AUTHORIZATION

Nicholas Toth	Nicholas Toth Digitally signed by Nicholas Toth Date: 2026.08.19 08:23:30 -04'00'	8/19/2026
Purchasing Manager or Designee	Signature	Date

MACH ALERT

Mach Alert, Inc.
715 US Highway 301 South
Tampa, FL 33619

August 18th, 2026

Skylar Clark | Account Executive
Motorola Solutions, Inc

RE: Sole Source Supplier for the Mach Alert Fire Station Alerting System

Skylar,

Mach Alert, Inc. is the sole provider of the Mach Alert Fire Station Alerting (FSA) system, including all associated hardware, software, programming, testing, configuration, implementation, and support services. These products and services are proprietary to Mach Alert, Inc. and are not available through any other vendor, reseller, distributor, or third-party service provider.

Mach Alert, Inc. owns and maintains the copyrighted Mach Alert Fire Station Alerting software and is the exclusive source for configuring field devices and integrating them with the Mach Alert FSA system. Based on these proprietary rights and specialized services, Mach Alert, Inc. is the only supplier capable of providing the Mach Alert Fire Station Alerting system required by the City of Bradenton, Florida.

Sincerely,

Ernesto Ramos
Mach Alert, Inc.
Vice President & General Manager
Ernie.Ramos@machalert.com

MACH ALERT

Mach Alert, Inc.
715 South US Highway 301
Tampa, FL 33619

October 21, 2026

Corey Phipps
Administrative Lieutenant
City of Bradenton Fire Department

RE: Atlas Solutions, Inc. – Preferred Partner for the Motorola - Mach Alert Fire Station Alerting (FSA) System

Dear Lieutenant Phipps

We wish to emphasize that Atlas Solutions, Inc. is preferred partner and installer of the Motorola – Mach Alert Fire Station Alerting solution. Atlas Solutions has been provided with the training and has Mach Alert experience and expertise necessary to work on the Mach Alert Fire Station Alerting system for the City of Bradenton Fire Department.

Mach Alert and Atlas Solutions' team has successfully installed and operationalized the Mach Alert product, along with all associated hardware and software for Manatee County, FL.

Furthermore, the training and field experience related to the Mach Alert FSA system were specifically designed for Atlas Solutions' personnel and for the City of Bradenton Fire Department's Mach Alert FSA system.

We appreciate your continued trust in our capabilities and commitment to ensuring the seamless operation of the mission critical Motorola - Mach Alert FSA system.

Sincerely,

E. Ramos

Ernesto Ramos
Mach Alert, Inc.
Vice President & General Manager
Ernie.Ramos@machalert.com

Atlas Solutions, Inc.
2071 58th AVENUE CIR E
BRADENTON FL 34203

DATE: October 6, 2026
SALES REP: Dave Mann
SITE NAME: Bradenton FS1
CUSTOMER: Bradenton Fire Dept.
ATTN: Chief Canaday

Description: Supply all labor, equipment and materials to install a new audio / speaker system for compatability with new Mach Alert System Controller. Supply and install (5) 50" Incident Display Board Mounts and Monitors. The price includes receiving all equipment at our shop, delivery to the Station, installation and removal of all packaging.

QUANITY	DESCRIPTION	UNIT PRICE	TOTALS
1.00	Materials included: Bogen V150 Amplifier, TBL1S Input Module, (15) 1x2 Drop-in Speakers with Volume Control, (9) 1x2 Standard Drop-in Speakers, (2) Wide Dispersion Horn Speakers, (7) Volume Control Knobs, (2) Pendant Speakers for Apparatus Bay, 1000' 18/2 Speaker Wire, and all associated terminals, connectors, hardware and cable management.	$ 6,188.00	$6,188.00
1.00	Labor for installation and system integration.	$ 11,625.00	$11,625.00
5.00	Materials included: Model BE-MLFM Full Motion Wall Mount and Insignia 50" Class F50 LED 4K UHD Monitor.	$ 340.00	$1,700.00
5.00	Labor for delivery and the installation of mount and monitor.	$ 175.00	$875.00
		SUBTOTAL	$20,388.00
		TOTAL	$20,388.00

Atlas Solutions, Inc.
2071 58th AVENUE CIR E
BRADENTON FL 34203

DATE: October 6, 2026
SALES REP: Dave Mann
SITE NAME: Bradenton FS3
CUSTOMER: Bradenton Fire Dept.
ATTN: Chief Canaday

Description: Supply all labor, equipment and materials to rewire the speaker system for compatability with new Mach Alert System Controller. The new wiring configuration will incorporate 19 speakers as 'common' speakers and 5 as 'zoned' speakers in the dorm rooms.

Supply and install (3) 50" Incident Display Board Mounts and Monitors. The price includes receiving all equipment at our shop, delivery to the Station, installation and removal of all packaging.

QUANITY	DESCRIPTION	UNIT PRICE	TOTALS
1.00	Materials included: Bogen V150 Amplifier, TBL1S Input Module, 2000' 18/2 Speaker Wire, and all associated terminals, connectors, hardware and cable management.	$ 2,305.00	$2,305.00
1.00	Labor for installation and system integration.	$ 4,885.00	$4,885.00
3.00	Materials included: Model BE-MLFM Full Motion Wall Mount and Insignia 50" Class F50 LED 4K UHD Monitor.	$ 340.00	$1,020.00
3.00	Labor for delivery and the installation of mount and monitor.	$ 175.00	$525.00
		SUBTOTAL	$8,735.00
		TOTAL	$8,735.00

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Corey Phipps, Fire

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Commerce Community Development Block Grant (CDBG-DR) Hazard Mitigation Grant Match Program Subrecipient Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Fire Department has been awarded grant funding through the State of Florida Department of Commerce Community Development Block Grant - Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program (Agreement No. HI038). This agreement provides $46,603.75 in local match funding to support our FEMA HMGP grant project (DR-4673 / App #038) for the replacement and enhancement of the emergency backup generator system at Fire Station #1 (1010 9th Ave West). The total project cost is $186,415.00 ($139,811.25 federal share / $46,603.75 local match share). This item formally enters the City into the subrecipient agreement to satisfy our required HMGP local match.

FINANCIAL IMPACT:
Total project cost is $186,415.00, with $139,811.25 federally funded through FEMA/FDEM and $46,603.75 funded through the CDBG-DR Grant Match Program. The City's general fund has no unbudgeted fiscal impact beyond the grant match structure.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the Florida Department of Commerce Community Development Block Grant (CDBG-DR) Hazard Mitigation Grant Match Program Subrecipient Agreement and authorize the Mayor to execute the agreement.

ATTACHMENTS:
Florida Department of Commerce CDBG-DR Hazard Mitigation Grant Match Program Subrecipient Agreement

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State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and City of Bradenton, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"), the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, the funding for this Agreement shall not exceed **Forty-Six Thousand, Six Hundred Three Dollars and Seventy-Five Cents ($46,603.75)**, subject to the availability of funds. The State of Florida and Commerce'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 chapter 216 F.S., or the Florida Constitution.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, the recitals set forth above are incorporated herein by reference and made a part of this Agreement, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on **March 16, 2026, and ends on May 31, 2028**, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

media, as they may relate to this Agreement, for the purposes of conducting audits, examinations, or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars ($1,000,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient is solely responsible for the acts and omissions of its employees, agents, and contractors. Subrecipient shall be liable for any claims, losses, injuries, or damages arising from the work and services performed under this Agreement to the extent and within the limitations of Section 768.28, Florida Statutes. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5)

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any 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) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

U.S. Department of Housing and Urban Development
Office of Disaster Recovery
Director Jerry Silva
451 7th Street SW
Washington, DC 20410

Fair Housing Complaints

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Jasmyne Crimbley
107 E Madison St
Tallahassee, FL, 32399
Phone: (850)921-3180
Email: Jasmyne.Crimbley@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Corey Phipps
1010 9th Ave. West
Bradenton, FL34205
Phone: 941-932-9600
Email: Corey.Phipps@bradentonFL.gov

(d) If 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 to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor
Attachment O – HMGP Agreement FDEM Agreement Number Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(a) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(b) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(c) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(d) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(e) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(f) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(g) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(h) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(i) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(j) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(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 Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce 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.

(b) Subrecipient certifies, by its signature to this Agreement, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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,

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that 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 as described in this Agreement. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly 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, Subrecipient shall refer the discovery or invention to Commerce 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, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient 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. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

(31) Contracting With Entities Of Foreign Countries Of Concern Prohibited. If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(32) Foreign Influence. In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(33) Human Trafficking and Forced Labor. If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and/or PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment N) attesting that the Subrecipient does not use coercion for labor or services or that commodities offered to Commerce have not been

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Subrecipient is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

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Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

	CITY OF BRADENTON, FLORIDA		**FLORIDA DEPARTMENT OF COMMERCE**
By	_____ Signature	**By**	_____ Signature
	Gene Brown		
Title	**Mayor**	**Title**	_____
Date	_____	**Date**	_____
Federal Tax ID #	**59-6000283**		
UEI #	**P3FLJ98L86V8**		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded the City of Bradenton **One Hundred Thirty-Nine Thousand, Eight Hundred Eleven Dollars and Twenty-Five Cents ($139,811.25)** (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is **Forty-Six Thousand, Six Hundred Three Dollars and Seventy-Five Cents ($46,603.75)** (exclusive of the SRMC) for a total project cost of **One Hundred Eighty-Six Thousand, Four Hundred Fifteen Dollars ($186,415)** (exclusive of the SRMC).

2. PROJECT DESCRIPTION:

The proposed project, the BFD Station One Power Resiliency Project, involves the complete replacement and enhancement of the failing, end-of-life emergency backup generator system at Bradenton Fire Department (BFD) Station One, located centrally at 1010 9th Ave West. This project will replace the vulnerable electrical infrastructures with a dedicated, permanent emergency power generator, the project secures the operational capacity of the city's primary fire and rescue facility.

Project Locations:

ID#	Location	Coordinates
1	1010 9th Ave West Bradenton, FL 34205	27.49244862499872, -82.5721764322012

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud-related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Installing a permanent generator.
2. Installing a new concrete slab.
3. Installing a new automatic transfer switch.
4. Installing new associated electrical work.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Subrecipient shall complete Construction tasks as detailed in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.A of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2) Photographs of the project in progress and completed work; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $46,603.75
		Total Project Costs Not to Exceed $46,603.75

6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5,

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.

2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
3) A copy of all supporting documentation for vendor payments.
4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.

The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

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

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground 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 funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Subrecipient shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

1. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verify Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict-of-interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict-of-interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict-of-interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

B. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) 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; and

D. 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 required by Section 1352, Title 31, U.S.C. 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.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodation, commercial facilities, transportation, and

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Bradenton shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitute an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
(6) Cost accounting records are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*($46,603.75)*
Assistance Listing Numbers Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided as CDBG-DR/HMGP matching funds to complete the replacement and enhancement of the failing, end-of-life emergency backup generator system at Bradenton Fire Department Station One.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(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 CFR 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 (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

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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 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 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 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between City of Bradenton, Florida (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

	CITY OF BRADENTON, FLORIDA		**FLORIDA DEPARTMENT OF COMMERCE**
By	_____	**By**	_____
	Signature		Signature
	Gene Brown		_____
Title	**Mayor**	**Title**	_____
Date	_____	**Date**	_____

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment N

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment O – HMGP Agreement, Attachment A, Budget and Scope of Work

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Fire Station One, in Bradenton, Manatee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-226-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Bradenton, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide back-up power to Fire Station One, located at 1010 9th Avenue West, Bradenton, Florida, 34205.

The HMGP project shall provide protection by installing a permanent diesel generator with a capacity of 250 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The scope of work also includes the construction of a new concrete slab, the installation of a new automatic transfer switch (ATS), and associated electrical work at each site. The fuel is to be stored in a 2,100-gallon fuel tank incorporated into the unit, for which the city estimates it will provide a minimum of 36-hour run time. The proposed project intends to mitigate the impact of natural hazardous events, allowing the fire station to operate during power outages and allowing the City of Bradenton to maintain essential services for residents, support first responders, and facilitate recovery and demobilization efforts in emergencies.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	kW	Coordinates
1)	1010 9th Avenue West, Bradenton, Florida 34205	250	(27.492200, -82.572460)

TASKS & DELIVERABLES:

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

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 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 shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   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 work staging 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 within 10 days of execution.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

b) Local Building Official Inspection Report and Final Approval.

c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

d) Signed and Sealed copy of the As-built plans, as applicable.

e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.

h) Proof of compliance with Project Conditions and Requirements contained 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.

Construction Expense: 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

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

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 construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to Fire Station One, located in Bradenton, Florida 34205, by installing a permanent generator, a new concrete slab, a new automatic transfer switch (ATS), and associated electrical work.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. 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 to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Unusable equipment, debris and materials shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

9) Special Condition required on implementation of project:

   a) **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required:** No

10) 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 conditions related to the project arose that required the use of contingency funds.

This is FEMA project number **4673-226-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 16, 2026; and the Period of Performance for this project shall end on **May 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

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	2	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	1	Month
Total Period of Performance:	**26**	**Months**

Docusign Envelope ID: 72647CC7-AA77-8BE0-8017-7BC07C9CF358

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$106,131.00	$79,598.25	$26,532.75
Labor:	$71,408.00	$53,556.00	$17,852.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$177,539.00**	**$133,154.25**	**$44,384.75**
***Contingency Funds:	$8,876.00	$6,657.00	$2,219.00
Project Total:	**$186,415.00**	**$139,811.25**	**$46,603.75**

**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 $8,876.00 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). The written request should demonstrate what unforeseen conditions 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:	$139,811.25	(75.00%)
Non-Federal Share:	$46,603.75	(25.00%)
Total Project Cost:	**$186,415.00**	**(100.00%)**

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Corey Phipps, Fire

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement for Closest Unit Response between the City of Bradenton and Manatee County Fire Districts

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Sections 163.01 and 191.006(13), Florida Statutes, authorize local governmental units to enter into interlocal agreements to cooperate on a basis of mutual advantage. This Interlocal Agreement establishes a Closest Unit Response (CUR) protocol between the City of Bradenton and the seven Manatee County fire districts (Cedar Hammock, Duette, East Manatee, North River, Parrish, Southern Manatee, and West Manatee). Under this agreement, the Manatee County Emergency Communications Center (ECC) will dispatch the nearest available qualified unit to an emergency incident regardless of jurisdictional boundaries. Implementing CUR shortens response times, mitigates risk to life and property, and ensures reliable coverage when primary district units are committed or unavailable. The initial term is three (3) years with automatic three-year renewal terms.

FINANCIAL IMPACT:
There is no direct fiscal impact or inter-agency fee exchange. Under Section 3 of the agreement, participating agencies absorb their own operational, personnel, and equipment expenses. No party receives payment or reimbursement from another party for response services. Each agency retains the right to pursue

eligible FEMA/grant reimbursements or bill for transport/specialized services where applicable.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Interlocal Agreement for Closest Unit Response between the City of Bradenton and Manatee County Fire Districts.

ATTACHMENTS:
Interlocal Agreement for Closest Unit Response with Manatee County Fire Districts

INTERLOCAL AGREEMENT
FOR CLOSEST UNIT RESPONSE

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF BRADENTON**, the **CEDAR HAMMOCK FIRE CONTROL DISTRICT**, the **DUETTE FIRE AND RESCUE DISTRICT**, the **EAST MANATEE FIRE RESCUE DISTRICT**, the **NORTH RIVER FIRE DISTRICT**, the **PARRISH FIRE DISTRICT**, the **SOUTHERN MANATEE FIRE RESCUE DISTRICT**, and **WEST MANATEE FIRE AND RESCUE DISTRICT** (individually referred to as "Party" and collectively as "Parties").

WHEREAS, each Party maintains professional fire-rescue departments equipped with personnel, equipment and other resources necessary to respond to fires, medical emergencies and other emergency incidents; and

WHEREAS, Manatee County's Emergency Communications Center ("ECC"), which is housed within the Public Safety Department, is the main 9-1-1 center for all wireless and landline callers in Manatee County; and

WHEREAS, the ECC works to coordinate and simplify emergency dispatch operations, ensuring the appropriate agency responds quickly and efficiently during an emergency incident; and

WHEREAS, the ECC dispatches fire units based on operational zones and unit availability; and

WHEREAS, the nearest available fire unit may not be the unit assigned to a zone in which an emergency incident occurs and emergency response to fire, rescue and life and safety requires a rapid response; and

WHEREAS, the Parties recognize that dispatching the closest available unit, regardless of jurisdictional boundaries, to emergency incidents is appropriate based on location or unavailability of other units; and

WHEREAS, the implementation of a Closest Unit Response can shorten response times, reduce risk to life or property, and provide coverage when a district's units are already committed or otherwise unavailable; and

WHEREAS, Sections 163.01 and 191.006(13), Florida Statutes, authorize local governmental units to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to provide services in a manner that will accord best with the needs of the community; and

WHEREAS, the Parties have determined that it is in the public interest to enter into this Agreement and participate in a Closest Unit Response throughout Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and benefits contained herein, the Parties agree to the following:

SECTION 1. INCORPORATION OF RECITALS.
The foregoing recitals are true and correct and are incorporated as part of this Agreement.

SECTION 2. DEFINITIONS.
For the purposes of this Agreement, the following definitions shall apply.

- **a. Available Unit.** A unit in available status within a specified estimated time of arrival and appropriate capabilities based on the emergency incident.
- **b. Closest Unit Response.** Providing assistance across jurisdictional boundaries by one or more Available Units to an emergency incident ("CUR").
- **c. Mutual Aid.** Agreement between agencies to provide personnel, equipment, or resources across jurisdictional boundaries when additional assistance is needed.

SECTION 3. COSTS.
The Parties hereby determine that implementing a CUR is mutually beneficial and in the public's interest. As a result, all Parties shall absorb any costs or expenses incurred as a result of the CUR participation set forth in this Agreement. No Party will receive payment or be reimbursed by another Party to this Agreement for any services, personnel or equipment expenses incurred in connection with CUR services provided for under this Agreement. Notwithstanding the foregoing, nothing herein prevents any Party from receiving reimbursements or grants from FEMA or any other state or federal reimbursement or grant programs for services, equipment or personnel. If any service provided by any Party involves a billable service, such as emergency medical treatment or transport or hazardous materials incident response, the Party providing the services shall be responsible for billing and collections.

SECTION 4. OPERATIONS.

A. CUR shall be initiated by the Manatee County ECC based on requests for emergency assistance received through the 9-1-1 system.

B. The Parties' Fire Chiefs, or their designees, will maintain CUR operating procedures and operation protocols necessary to effectively implement this Agreement. The procedures and operational standards will become effective upon approval by the Fire Chief of each Party, and may be amended by the Fire Chiefs, as needed to conform to State of Florida standards. Parties agree to coordinate efforts utilizing personnel and equipment to support one another when responding to emergency incidents within Manatee County. Each Party shall be responsible for its own personnel, equipment and training in accordance with State of Florida requirements. Each Party owns its assets and equipment and nothing in this Agreement shall be construed to impact or alter each Party's respective ownership interests. Each Party is responsible for the upkeep, storage, maintenance and replacement of equipment the Party has purchased. Each Party shall ensure that any personnel deployed pursuant to this Agreement are in full compliance with any applicable State of Florida requirements, and that such requirements are continuously maintained.

SECTION 5. TERM AND TERMINATION.

A. This Agreement shall be effective for a term of three (3) years from the date of final execution by the governing bodies for all Parties as memorialized by the written acceptance by all signatures on this Agreement. This Agreement shall automatically renew for

subsequent three (3) year terms unless otherwise amended or terminated pursuant to the terms of this Agreement.

B. Any Party may terminate its participation in this Agreement, with or without cause, by providing sixty (60) days written notice to the other Parties. If any Party terminates its participation under this Agreement, the Agreement shall continue in full force and effect among the remaining, non-terminating Parties. The Agreement shall terminate upon mutual, written consent of all Parties.

SECTION 6. LIABILITY AND INDEMNIFICATION.
All Parties agree that each shall be solely responsible for the negligent or wrongful acts of its employees and agents and the use of its resources including equipment. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or the provisions of Section 768.28, F.S. Each Party shall maintain sufficient general liability, automotive, workers compensation and any other insurance coverage for any respective liability, throughout the term of this Agreement.

SECTION 7. NOTICE.
All notices to be provided shall be in writing and given by personal service, by United States Postal Service certified mail, return receipt requested, and postage prepaid or by nationally recognized overnight carrier, addresses as follows:

City of Bradenton:
City of Bradenton Fire Department
Attention: Fire Chief
1010 9th Avenue West
Bradenton, Florida 34205

With Copy to:
Scott Rudacille
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

Cedar Hammock Fire Control District:
Cedar Hammock Fire Control District
Attention: Fire Chief
5200 26th Street West
Bradenton, Florida 34207

Duette Fire and Rescue District:
Duette Fire and Rescue District
Attention: Fire Chief
35800 Florida 62
Duette, Florida 34219

East Manatee Fire Rescue District:
East Manatee Fire Rescue District

Attention: Fire Chief
3200 Lakewood Ranch Boulevard
Bradenton, FL 34211

North River Fire District:

North River Fire District
Attention: Fire Chief
1225 14th Avenue West
Palmetto, Florida 34221

Parrish Fire District:

Parrish Fire District
Attention: Fire Chief
12132 US-301
Parrish, Florida 34219

Southern Manatee Fire Rescue District:

Southern Manatee Fire Rescue District
Attention: Fire Chief
PO Box 20216
Bradenton, Florida 34204

West Manatee Fire and Rescue District:

West Manatee Fire and Rescue District
Attention: Fire Chief
701 63rd Street West
Bradenton, Florida 34209

With a copy to:

Maggie Mooney
Persson, Cohen, Mooney, Fernandez & Jackson, PA
6853 Energy Court
Lakewood Ranch, FL 34240

SECTION 8. AMENDMENT.
This Agreement may be modified upon mutual written consent and approval by the governing boards of all Parties.

SECTION 9. PUBLIC RECORDS.
Each Party to this Agreement shall maintain public records relating to equipment, personnel and services provided by the Party under this Agreement in accordance with applicable Florida law, including but not limited to Chapter 119, Florida Statutes.

SECTION 11. MISCELLANEOUS.

A. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior understandings or correspondence, if any, related to the coordination of CUR within Manatee County.
B. If a term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on all Parties. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida.
C. This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third-party or parties, and no third-party or parties shall have a right of action, benefit, or remedy hereunder for any cause whatsoever.
D. The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, all Parties have complied with all the requirements of law, and all Parties have full power and authority to comply with the terms and provisions of this instrument.
E. As required by Subsection 163.01(11) of Florida Statutes, this Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the Parties herein.

CITY OF BRADENTON

Gene Brown, Mayor

Date

ATTEST:

By:_____
Tamara Melton, City Clerk

CEDAR HAMMOCK FIRE CONTROL DISTRICT

Steve Litschauer, Chairman

Date

DUETTE FIRE AND RESCUE DISTRICT

Ebson Parrish, Chairman

Date

EAST MANATEE FIRE RESCUE DISTRICT

Derek Foss, Chairman

Date

NORTH RIVER FIRE DISTRICT

Robert Bell, Chairman

Date

PARRISH FIRE DISTRICT

Edward G. Chitty, Chairman

Date

SOUTHERN MANATEE FIRE RESCUE DISTRICT

Melanie A. Marken, Chairman

Date

WEST MANATEE FIRE AND RESCUE DISTRICT

Lawrence P. Jennis, Chairman

Date

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Corey Phipps, Fire

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Memorandum of Understanding (MOU) for Participation in Technical Rescue Team #636

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to Sections 163.01, 191.006(13), and 252.38, Florida Statutes, local governmental units have authority to enter into interlocal cooperative agreements and appoint, employ, and equip specialized rescue teams. This Memorandum of Understanding establishes a single, consolidated Technical Rescue Team for Manatee County, designated by the State of Florida as TRT #636. The agreement is entered into between the City of Bradenton and the seven Manatee County fire control and rescue districts (Cedar Hammock, Duette, East Manatee, North River, Parrish, Southern Manatee, and West Manatee). Consolidating into one multi-agency team streamlines operational readiness, local dispatch, and state coordination for high-risk disciplines. Under the MOU, the Fire Chief of North River Fire District serves as liaison to the Florida State Fire Marshal and the State of Florida, with authority to seek applicable state or federal disaster reimbursements (e.g., FEMA) on behalf of participating agencies. The agreement is established for an initial three-year term with automatic three-year renewals.

FINANCIAL IMPACT:
There is no direct fiscal impact or inter-agency fee exchange. Pursuant to Section 3 of the MOU, participation is mutually beneficial, and all parties absorb their own operational, personnel, and equipment costs. No party receives payment or

reimbursement from another party for TRT operations. The agreement preserves each agency's right to pursue FEMA/state/federal grant reimbursements and to bill for specialized services (such as hazmat or medical transport) where applicable.

SUGGESTED MOTION:
Move to approve the Memorandum of Understanding for participation in Technical Rescue Team #636.

ATTACHMENTS:
MOU for Technical Rescue Team #636

MEMORANDUM OF UNDERSTANDING
FOR PARTICIPATION IN TECHNICAL RESCUE TEAM # 636

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF BRADENTON**, the **CEDAR HAMMOCK FIRE CONTROL DISTRICT**, the **DUETTE FIRE AND RESCUE DISTRICT**, the **EAST MANATEE FIRE RESCUE DISTRICT**, the **NORTH RIVER FIRE DISTRICT**, the **PARRISH FIRE DISTRICT**, the **SOUTHERN MANATEE FIRE RESCUE DISTRICT**, and **WEST MANATEE FIRE AND RESCUE DISTRICT** (individually referred to as "Party" and collectively as "Parties").

WHEREAS, each Party maintains professional fire-rescue departments equipped with personnel, equipment and other resources necessary to respond to fires, medical emergencies and other emergency incidents; and

WHEREAS, there are a number of Technical Rescue Teams ("TRT") throughout Florida, including within Manatee County, that serve a purpose of responding immediately to an emergency situation that occurs in or near their community; and

WHEREAS, TRT services require specialized services, equipment and certified personnel provide services that include, but are not limited to, rope rescue, confined space, structural collapse, trench rescue expertise, and the use of specialized vehicles and machinery for extrication; and

WHEREAS, each Party has authority pursuant to Section 252.38, Florida Statutes, to appoint, employ, and equip specialized rescue teams for disaster response and public safety; and

WHEREAS, the Parties operate within the boundary of Manatee County, Florida and have personnel and equipment that have been utilized as part of one or more designated TRTs operating in Manatee County; and

WHEREAS, the Parties recognize that emergency situations may cross the Parties' jurisdictional boundary lines in Manatee County or require resources beyond a single Party's personnel, equipment or resources; and

WHEREAS, the Parties seek to have one (1) designated TRT composed of all of the Parties in Manatee County that provides technical rescues services instead of multiple teams for purpose of local and state coordination and team management;

WHEREAS, Sections 163.01 and 191.006(13), Florida Statutes, authorize local governmental units to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to provide services in a manner that will accord best with the needs of the community; and

WHEREAS, the Parties have determined that it is in the public interest to enter into this Agreement and participate in a single TRT in Manatee County designated by the State of Florida as TRT # 636.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and benefits contained herein, the Parties agree to the following:

SECTION 1. INCORPORATION OF RECITALS.
The foregoing recitals are true and correct and are incorporated as part of this Agreement.

SECTION 2. DEFINITIONS.
For the purposes of this MOU, the following definitions shall apply.

- **a. Equipment.** Specialized rescue equipment used by TRT to perform rescue operations.
- **b. Mutual aid.** Agreement between agencies to provide personnel, equipment, or resources when additional assistance is needed.
- **c. Personnel.** Properly trained and State of Florida certified TRT firefighters and rescue personnel who respond and perform technical rescue operations.
- **d. Receiving party.** The Receiving Party is the Party to which aid is being rendered pursuant to this Agreement.
- **e. Responding party.** The Responding Party is the Party providing aid pursuant to this Agreement.

SECTION 3. COSTS.
The Parties hereby determine that the sharing of emergency TRT services, personnel and equipment as a participant in TRT # 636 is mutually beneficial and in the public interest. As a result, all Parties shall absorb any costs or expenses incurred as a result of the mutual aid and participation set forth in this MOU. No Party will receive payment or be reimbursed by another Party to this Agreement for any services, personnel or equipment expenses incurred in connection with cooperative TRT services provided for under this MOU. Notwithstanding the foregoing, nothing herein prevents any Party from receiving reimbursements or grants from FEMA or any other state or federal reimbursement or grant programs for TRT services, equipment or personnel. If any service provided by any Party involves a billable service, such as emergency medical treatment or transport or hazardous materials incident response, the Party providing the services shall be responsible for billing and collections.

SECTION 4. OPERATIONS.

A. In the event of an emergency, a Receiving Party may request TRT related aid from the other Parties. The Responding Party(ies) may provide such aid, personnel, equipment and resources as are reasonably available to assist a Receiving Party.
B. The Parties' Fire Chiefs, or their designees, will maintain TRT operating procedures and operation protocols necessary to effectively implement this Agreement. The aforementioned procedures and operational standards will become effective upon approval by the Fire Chief of each Party, and may be amended by the Fire Chiefs, as needed to conform to State of Florida standards. Parties agree to coordinate efforts utilizing personnel and equipment to support one another when responding to emergency incidents within Manatee County. Each Party shall be responsible for its own personnel, equipment and training in accordance with State of Florida TRT certification requirements. Each Party

owns its TRT assets and equipment and nothing in this MOU shall be construed to impact or alter each Party's respective ownership interests. Each Party is responsible for the upkeep, storage, maintenance and replacement of TRT related equipment the Party has purchased. Each Party shall ensure that any personnel deployed pursuant to this MOU are in full compliance with any applicable State of Florida TRT certification requirements, and that such requirements are continuously maintained.

SECTION 5. TERM AND TERMINATION.

A. This MOU shall be effective for a term of three (3) years from the date of final execution by the governing bodies for all Parties as memorialized by the written acceptance by all signatures on this Agreement. This MOU shall automatically renew for subsequent three (3) year terms unless otherwise amended or terminated pursuant to the terms of this MOU.

B. Any Party may terminate its participation in this MOU, with or without cause, by providing sixty (60) days written notice to the other Parties. If any Party terminates its participation under this MOU, the MOU shall continue in full force and effect among the remaining, non-terminating Parties. The MOU shall terminate upon mutual, written consent of all Parties.

SECTION 6. LIABILITY AND INDEMNIFICATION.

All Parties agree that each shall be solely responsible for the negligent or wrongful acts of its employees and agents and the use of its resources including equipment. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or the provisions of Section 768.28, F.S. Each Party shall maintain sufficient general liability, automotive, workers compensation and any other insurance coverage for any respective liability, throughout the term of this Agreement.

SECTION 7. STATE LIAISON.

For the purposes of this MOU, the Chief of the North River Fire District shall serve as contact and liaison with the Florida State Fire Marshal, State of Florida and Manatee County. The North River Fire District shall have the authority to seek reimbursements from FEMA or any other state or federal reimbursement or grant program on behalf of all the parties that participated in the incident response.

SECTION 8. NOTICE.

All notices to be provided shall be in writing and given by personal service, by United States certified mail, return receipt requested, and postage prepaid or by nationally recognized overnight carrier, addresses as follows:

City of Bradenton:

City of Bradenton Fire Department
Attention: Fire Chief
1010 9th Avenue West
Bradenton, Florida 34205

With Copy to: Scott Rudacille
Blalock Walters, P.A.

802 11th Street West
Bradenton, Florida 34205

Cedar Hammock Fire Control District:

Cedar Hammock Fire Control District
Attention: Fire Chief
5200 26th Street West
Bradenton, Florida 34207

Duette Fire and Rescue District:

Duette Fire and Rescue District
Attention: Fire Chief
35800 Florida 62
Duette, Florida 34219

East Manatee Fire Rescue District:

East Manatee Fire Rescue District
Attention: Fire Chief
3200 Lakewood Ranch Boulevard
Bradenton, FL 34211

North River Fire District:

North River Fire District
Attention: Fire Chief
1225 14th Avenue West
Palmetto, Florida 34221

Parrish Fire District:

Parrish Fire District
Attention: Fire Chief
12132 US-301
Parrish, Florida 34219

Southern Manatee Fire Rescue District:

Southern Manatee Fire Rescue District
Attention: Fire Chief
PO Box 20216
Bradenton, Florida 34204

West Manatee Fire and Rescue District:

West Manatee Fire and Rescue District
Attention: Fire Chief
701 63rd Street West
Bradenton, Florida 34209

With a copy to:

Maggie Mooney
Persson, Cohen, Mooney, Fernandez & Jackson, PA
6853 Energy Court
Lakewood Ranch, FL 34240

SECTION 9. AMENDMENT.
This MOU may be modified upon mutual written consent and approval by the governing boards of all Parties.

SECTION 10. PUBLIC RECORDS.
Each Party to this MOU shall maintain public records relating to the TRT equipment, personnel and services provided by the Party under this Agreement in accordance with applicable Florida law, including but not limited to Chapter 119, Florida Statutes.

SECTION 11. MISCELLANEOUS.

A. This MOU constitutes the entire agreement between the Parties and supersedes any and all prior understandings or correspondence, if any, related to the coordination of TRT within Manatee County.
B. If a term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on all Parties. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida.
C. This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third-party or parties, and no third-party or parties shall have a right of action, benefit, or remedy hereunder for any cause whatsoever.
D. The execution of this MOU has been duly authorized by the appropriate body or official of each Party, all Parties have complied with all the requirements of law, and all Parties have full power and authority to comply with the terms and provisions of this instrument.
E. As required by Subsection 163.01(11) of Florida Statutes, this Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

IN WITNESS WHEREOF, this MOU has been executed and approved and is effective and operative as to each of the Parties herein.

CITY OF BRADENTON

Gene Brown, Mayor

Date

ATTEST:

By:_____
Tamara Melton, City Clerk

CEDAR HAMMOCK FIRE CONTROL DISTRICT

Steve Litschauer, Chairman

Date

DUETTE FIRE AND RESCUE DISTRICT

Ebson Parrish, Chairman

Date

EAST MANATEE FIRE RESCUE DISTRICT

Derek Foss, Chairman

Date

NORTH RIVER FIRE DISTRICT

Robert Bell, Chairman

Date

PARRISH FIRE DISTRICT

Edward G. Chitty, Chairman

Date

SOUTHERN MANATEE FIRE RESCUE DISTRICT

Melanie A. Marken, Chairman

Date

WEST MANATEE FIRE AND RESCUE DISTRICT

Lawrence P. Jennis, Chairman

Date

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Proposed Participation in Albertsons Companies, Inc. Opioid Settlement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's outside opioid litigation counsel ("Opioid Counsel") advised the City to participate in a settlement with Albertsons Companies, Inc. More detailed information is provided in the confidential attorney-client/work-product Memorandum dated October 27, 2026 provided to the Mayor and City Council, with a copy to the City Administrator and Chief of Police.

FINANCIAL IMPACT:
The estimated net settlement payment to the City is unknown at this time as it is dependent on the number of subdivisions participating in the settlement.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney.

SUGGESTED MOTION:
Motion to to participate in the Albertsons Companies, Inc. settlement and authorize the Mayor and City Attorney to execute documents and take such further action required to effectuate same.

ATTACHMENTS:

Subdivision Participation and Release Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Bradenton	State: Florida
Authorized Official: Gene Brown, Mayor	
Address 1: 101 Old Main Street	
Address 2:	
City, State, Zip: Bradenton, FL 34205	
Phone: 941-932-9400	
Email: mayor@bradentonfl.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA26-07

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Record budget funds for Forfeiture Seizures and Second Dollar accounts based on actual revenue and expenditures.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA26-07.

ATTACHMENTS:
Budget Adjustment BA26-07

RESOLUTION NUMBER BA26-07

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2025-2026 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of Fiscal year end adjustments.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18TH DAY OF NOVEMBER, 2026.

_____

Gene Brown, Mayor

ATTEST:

_____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Josh Cramer-Chief of Police

For: 2025-2026 Year End Budget Adjustments

Date: 11/18/26

Budget Adjustment #: BA-26-07

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: To record budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 15002 351510
Line item description: Law Enforcement Education for Criminal Justice Education Fund Revenue

Increase (in $):15,457.. Decrease (in $):

Account Number: 15052100 555000
Line item description: Law Enforcement Education for Criminal Justice Education Fund Expenditure

Increase (in $): 20,019. Decrease (in $):

Account Number: 15002 369300
Line item description: Prior Yr. Expenditures for Criminal Justice Education Fund

Increase (in $): 2,628. Decrease (in $):

Account Number: 15002 369150
Line item description: Cash Carry Forward-Criminal Justice Education Fund

Increase (in $): 1,934. Decrease (in $):

Account Number: 15102 369827
Line item description: BPD Explorer Fund Revenue

Increase (in $): 8,484. Decrease (in $):

Account Number: 15152100-551300
Line item description: BPD Explorer Fund Expenditure

Increase (in $) 1,162. Decrease (in $):

Account Number:15102-599100
Line item description:Reserve fro Contingencies-BPD Explorer Fund

Increase (in $): 7,322. Decrease (in $):

Account Number: 15202 369815
Line item description: BPD Fed. Forfeiture Fund-Revenue

Increase (in $): 35,912. Decrease (in $):

Account Number:15258100 599100
Line item description: Reserve for Contingencies-BPD Fed. Forfeiture

Increase (in $): 19,560. Decrease (in $):

Account Number: 152152100-551800
Line item description: BPD-Fed. Forfeiture Fund Expenditures

Increase (in $): 16,352. Decrease (in $):

Account Number: 15302-369800
Line item description: BPD-State Forfeiture-Revenue

Increase (in $): 35,004. Decrease (in $):

Account Number: 15352100-551500
Line item description: BPD-State Forfeiture-Expenditures

Increase (in $): 50,906. Decrease (in $):

Account Number:15302-369150
Line item description: Cash Carry Forward State Forfeiture

Increase (in $): 15,902. Decrease (in $):

Account Number: 15402 369825
Line item description: BPD Abandoned Property-Revenue

Increase (in $): 24,239. Decrease (in $):

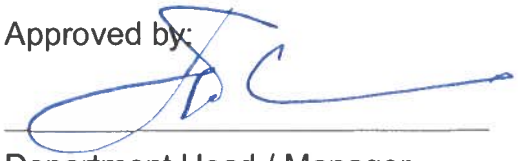
Account Number: 154 52100 551600
Line item description: BPD Abandoned Property-Expenditures

Increase (in $): 23,689. Decrease (in $):

Account Number: 15458100-599100
Line item description: Reserve for Contingencies- BPD Abandoned Property Fund

Increase (in $):550. Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Law Enforcement (FDLE) FY 2026-2027 Identity Theft and Fraud Grant Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department received Award Number TF005 for $10,000 through the Florida Department of Law Enforcement (FDLE) 2026-2027 Identity Theft and Fraud Grant Program. The funding will support enhanced investigations and enforcement efforts involving ID Theft and fraud offenses. Grant funds will be used to purchase equipment and support overtime associated with investigations.

FINANCIAL IMPACT:
The City will receive $10,000 in state grant funding through FDLE. No local matching funds are required. The City will be reimbursed for expenditures under the approved grant agreement. This agreement has no ongoing costs.

ATTORNEY REVIEW/RECOMMENDATION:
The Police Legal Advisor reviewed it for form and legal sufficiency.

SUGGESTED MOTION:
Motion to approve the Florida Department of Law Enforcement FY 2026-2027 Identity Theft and Fraud Grant Agreement and authorize the Mayor to execute the agreement and any amendments.

ATTACHMENTS:
FDLE FY 2026-2027 Identity Theft and Fraud Grant Agreement

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Identity Theft and Fraud (IDTF) Grant Program

Award Number:	TF005
Recipient:	City of Bradenton
Grant Activity Period:	10/01/2026 – 06/30/2027
Award Amount:	$10,000.00
CSFA Catalog Number:	71.042

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the City of Bradenton (herein referred to as the "Recipient"). The Department and Recipient are sometimes referred to herein individually as a "Party," or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, the Department has the authority under Section 943.0412, Florida Statutes, to administer the Identity Theft and Fraud Grant Program.

WHEREAS, the Department has an appropriation for the 2026-2027 state fiscal year authorizing $10,000.00 in nonrecurring funds to be provided to the Recipient to support the investigation and enforcement of personal identification information theft and fraud; and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Financial and Performance Reporting Requirements
Section VI: Payments
Section VII: Award Contacts
Section VIII: Special Conditions
Section IX: Audit Requirement for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The Department shall reimburse the Recipient for allowable costs, as approved in Section II of this agreement, related to the investigation and enforcement of personal identification information theft and fraud. Costs associated with awareness campaigns, community outreach, education, etc. is considered out of scope for this program and is not permitted.

The specific deliverables associated with this scope of work are outlined in Section II. The following costs may be considered eligible for reimbursement if a specific allocation is approved by the Department and explicitly included in Section III of this agreement:

(1) Personnel costs (overtime and associated employer-paid benefits) paid by the Recipient for overtime hours worked by a sworn officer for investigation and/or enforcement activities. Only overtime hours worked between 10/01/2026 and 06/30/2027 are eligible for reimbursement. If a Recipient's pay period splits the dates above, the Recipient shall prorate the reimbursement request to include only the hours worked during the period above. Straight time over regularly scheduled hours may be considered for reimbursement at the Department's sole discretion.

(2) Identity theft and fraud-related training and conferences for investigative personnel (registration fees and travel costs).

(3) Investigative equipment and/or supplies (skimmers, ERAD devices, digital readers, computers, cryptocurrency wallets, etc.).

(4) Investigative/forensic software and electronic tools (licensing/subscriptions must be prorated for a maximum of one year).

(5) Surveillance equipment to be used specifically for personal identity theft and fraud investigations.

The following costs are prohibited and not eligible for reimbursement under this program:

(1) Investigations of corporate fraud or other types of fraud;

(2) Community outreach initiatives and expenses;

(3) Educational brochures and materials for the public;

(4) Certification exam fees (study materials/manuals, classes, and training are allowable);

(5) Membership dues;

(6) Trinketts and giveaways;

(7) Uniforms and/or standard issue equipment;

(8) Construction/remodels;

(9) Food and beverage;

(10) Regular salaries (non-overtime)

(11) Vehicles, tractors, trailers, vessels, and/or aircraft;

(12) Standard office supplies (pens, pencils, paper, calculators, toner, etc.)

(13) Audio/visual presentation equipment (projectors, screens, speakers, sound equipment, etc.)

(14) Office furniture (desks, chairs, etc.); and/or

(15) Administrative costs and overhead.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity below.

Financial Consequences: Each deliverable below is a cost-reimbursement deliverable. Only allowable activities completed and attested to through the submission of the payment request, and accompanied by the appropriate documentation, will be eligible for reimbursement.

Deliverable 1	The Recipient will use grant funds to pay overtime salaries and fringe benefit costs for three (3) detectives conducting identity theft and/or fraud investigations.
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy. Documentation includes an attestation of activities or services rendered on the expenditure report.
Price:	$7,300.00

Deliverable 2	The Recipient will use grant funds to purchase equipment/supplies for law enforcement conducting identity theft and/or fraud investigations.
Minimum Performance Criteria:	The procurement and receipt of at least one allowable item specified in the approved budget. Documentation includes an attestation of items received through the submission of the payment request.
Price:	$2,700.00

SECTION III: APPROVED BUDGET

Budget Category	Total
A. Personnel (Salary/Overtime)	$5,135.00
B. Fringe Benefits	$2,165.00
C. Travel	$0.00
D. Equipment	$2,700.00
E. Supplies	$0.00
F. Construction	$0.00
G. Consultants/Contracts	$0.00
H. Other Costs	$0.00
TOTAL	**$10,000.00**

The following standard budget terms are applicable to this award:

(1) All expenditures of state financial assistance under this award must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(2) Recipients may transfer up to 10% of the total budget between current, approved budget line items listed below without prior approval. The Recipient must submit a monetary amendment in accordance with Section IV when there will be a transfer of more than 10% of the total budget between categories, or when the Recipient is requesting approval for a new line-item cost.

(3) The line item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals, and may be categorized as a "kit", "bundle", "system", etc.

(4) Award funds may be used to pay for applicable shipping, freight, permitting, and/or installation costs, even if such costs are not directly spelled out in the line item(s) below.

(5) All quantities, rates, and costs listed below are estimated based on the information available at the time of application or amendment. The amount reimbursed to the Recipient may differ based on the actual costs of items, as evidenced by the applicable documentation outlined in Section V of this agreement.

(6) The Recipient may submit for reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Recipient must be accompanied by the applicable documentation outlined in Section V of this agreement. The Department's determination of acceptable expenses reimbursed under this award shall be conclusive.

Category	Line Item	Description	Total
A. Personnel	Detective OT	Funds are allocated to support overtime costs for approximately three (3) detectives working identity theft and fraud cases. The detective's overtime rate is $62.15 per hour.	$5,135.00
B. Fringe Benefits	Detective Fringe	Funds are allocated to support the employer-paid portion of fringe benefit costs associated with overtime costs charged to the grant at the following rates: FICA - 7.65% Retirement – 30.20% Workers' Compensation – 4.30%	$2,165.00
D. Equipment	Portable Digital Recorders	Three (3) portable digital recorders at approximately $200.00 each. Detectives will use these recorders to document interviews with victims, witnesses, and suspects during identity theft and fraud investigations. Recorded interviews will help investigators accurately preserve statements and develop evidence for case follow-up and prosecution.	$600.00
D. Equipment	Credit Card Skimmer Detection Device	One (1) credit card skimmer detection device at approximately $500.00. This item will be used during investigations involving suspected card skimming and the unauthorized collection of payment-card information. It will help detectives identify potential skimming devices and gather evidence related to the theft and fraudulent use of personal financial information.	$500.00
D. Equipment	Secure Document Shredder	One (1) secure document shredder at approximately $700.00. The shredder will securely destroy investigative working documents containing personally identifiable information, financial account information, and other sensitive victim information once the documents are no longer required for investigative or evidentiary purposes. This will help protect victims from further unauthorized disclosure or compromise of their information.	$700.00

D. Equipment	Portable Field Scanners	Three (3) portable field scanners at approximately $300.00 each. Each assigned detective will have one portable scanner to capture financial records, identification documents, receipts, correspondence, transaction records, and other documentary evidence during investigations. Portable scanners will allow detectives to efficiently preserve relevant documents while conducting interviews and investigative follow-up in the field.	$900.00
		Total:	**$10,000.00**

SECTION IV: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount or change the amounts allocated among individual line items outlined in Section III of this agreement, may be submitted by the Recipient through the Department's electronic grant management system. This applies to the following types of amendments:

(a) Changing a key contact listed in Section VII of this agreement; or

(b) Requesting to close the grant early when all activities have been completed.

(2) Monetary Amendments: Amendment requests that alter the total award amount, change the amounts allocated among line items in Section III of this agreement, or request approval for new line items to be included in Section III of this agreement, may be requested by the Recipient through the submission of a written notice to the Department Grant Manager. Monetary amendments submitted within the last 30 days of the award period will be reviewed and approved on a case-by-case basis. Any financial obligations or costs incurred by the Recipient prior to the monetary amendment being approved by the Department are at risk of being deemed ineligible for reimbursement under this award.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION V: FINANCIAL AND PERFORMANCE REPORTING REQUIREMENTS

All payment requests associated with this agreement must be submitted through the Department's electronic grant management system on a monthly basis for the life of the award. Instructions for submitting payment requests in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

If the Recipient does not have any eligible expenses to request for reimbursement during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Recipient is requesting reimbursement of eligible expenses during a particular month, the Recipient must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Recipient is responsible for entering the individual expenses associated with allowable budget items in Section III of this agreement and in accordance with the requirements outlined in the Department's instructions provided upon execution of this agreement. At a minimum, each expense

entry must include attachments of the following supporting documentation based on the expense type. The Department may require additional documentation during its review to make a determination of allowability of an expense under this agreement.

(a) Personnel Costs (Overtime and Associated Fringe Benefits): All personnel cost reimbursements must include the timesheet and paystub. If the Recipient is requesting reimbursement for overtime that is not documented on the individual's standard timesheet, the documentation for the overtime hours requested must be provided. Similarly, if the paystub does not clearly show the portion of EMPLOYER-paid benefits, the statements or financial reports that detail those benefits must be provided.

(b) Travel Costs: Reimbursement of travel-related expenses typically falls into one of two categories:

- A direct payment occurs when the Recipient pays for a travel expense on behalf of the traveler and does not reimburse the traveler for the expense. If the Recipient issued a direct payment for a travel expense, the reimbursement submitted to the Department must include a copy of the invoice/receipt and the proof of payment showing where the Recipient paid the expense.
- A traveler reimbursement occurs when the traveler pays for their own travel expense and submits a request to the Recipient for reimbursement of their travel costs. In this instance, the reimbursement submitted to the Department must include a completed travel voucher form and proof of payment that shows the Recipient reimbursed the traveler for the travel expense.

In addition to the requirements above, additional documentation required when submitting a reimbursement to the Department depends on the type of travel expense being requested.

The following travel expense receipts ARE required for reimbursement:

- Hotel/Lodging
- Airfare/Baggage Fees
- Rental car and associated fuel costs
- Local Transportation/Taxi/Rideshare
- Parking/Tolls

The following travel expense receipts ARE NOT required for reimbursement:

- Meals
- Per Diem

If the travel expense requested for reimbursement is for mileage, the Recipient must include documentation of map mileage (i.e., google maps trip).

If the travel expenses requested for reimbursement are related to attending a conference or training, the Recipient is required to provide a copy of the agenda and/or schedule. If the conference or training provided meals, regardless of whether the attendee consumed them, the Recipient cannot request reimbursement for the corresponding meal expenses.

(c) Equipment, Supplies, or Other Costs: All reimbursement requests for equipment, supplies, and other costs must include a copy of the Recipient's purchase order/requisition (or similar documentation showing the order date), the invoice provided by the vendor/supplier, and proof of payment showing that the Recipient paid the invoice.

(d) Consultants/Contracts: All reimbursement requests for construction or consultant/contract activities must include a copy of the invoice, a service log or other documentation of activities performed for the associated invoice, and proof of payment showing that the Recipient paid the invoice.

At a minimum, in relation to (b) through (d) above, any invoice submitted as documentation must contain: the dates of service, a brief description of the item or service provided, the number of units, and the cost per unit.

Similarly, acceptable forms of proof of payment for (b) through (d) above include copies of processed checks (front and back images), card statements showing a charge has posted to the account, or a bank statement showing funds have been withdrawn from an account.

(2) **Closing Budget Reporting Periods:** The Recipient is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Recipient must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

(a) As a part of closing the reporting period each month, the Recipient shall answer the performance questions on the associated budget reporting period with sufficient detail to document the progress of any activity associated with the award. The Recipient shall maintain sufficient documentation to support the progress and activities reported each month. The Department may request this information during their review of any payment request.

(i) If the project supported by this agreement is not operational within 60 days of the execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include sufficient information regarding the steps taken to date to initiate the project, the reason(s) for the delays, the anticipated start date, and actions to be taken towards implementation in the next 30 days.

(ii) If the project supported by the agreement is not operational within 90 days of execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include additional explanation for the implementation delay and a revised project timeline. The Department shall decide if the delay is justified, or shall, at its discretion and through an administrative amendment, require additional project documentation and justifications throughout the award period.

(iii) For the purposes of this agreement, "not operational" means no activity has occurred that correlates with making progress toward completing the deliverables outlined in Section II.

For any budget period that ended prior to the activation of this award in the electronic grant management system, the Recipient shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods have expenses for reimbursement, the Recipient may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Department.

(3) **Submitting the Payment Request:** The Recipient is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursements of eligible expenses under this award, Recipients are strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Department between December 1 and December 30. The Recipient's failure to submit a payment request to the Department by the advised deadlines will result in delays in receiving payments.

(4) **Final Reconciliation and Closeout:** The Recipient shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure the final reporting period and any associated final payment request are submitted within 60 days of the end date of the agreement. In the event this award is subject to a programmatic performance extension, as

referenced in Section IV, subtitle (3), the Recipient shall complete the final payment request within 60 days of the original end date of the award. This liquidation period is available only for the recipient to receive and reconcile outstanding invoices, payments, and similar obligations that were incurred prior to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(5) **Withholding of Funds:** The Department shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section VIII of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with subtitle (2) of this section, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Department may issue an administrative amendment to add a withholding of funds condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VI: PAYMENTS

This is a cost reimbursement agreement with the limited ability to advance funds as outlined in the next paragraph. Funds under this agreement will be disbursed to the Recipient for allowable costs incurred during the project period and in conjunction with the receipt, review, and approval of a submitted payment request and all required supporting documentation, as outlined in Section V of this agreement. All payment requests submitted to the Department will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and any Florida Department of Financial Services guidelines. Additional documentation not outlined in Section V of this agreement may be requested by the Department and/or the Florida Department of Financial Services. The Recipient may be required to provide the additional requested documentation prior to any funds being disbursed for a submitted payment request.

If a cost-reimbursement payment would result in a significant hardship for the Recipient, a cash advance for the immediate payment of an invoice, or the immediate procurement of equipment/supplies may be requested in the Department's electronic grant management system. Cash advances under this agreement are subject to the provisions outlined in Chapter 216, Florida Statutes, and are also subject to the following limitations:

(1) Cash advances are limited to no more than 25% of the total award amount. Any request in excess of 25% must include a clear justification demonstrating the need for the additional funding and will be reviewed on a case-by-case basis.

(2) The cash advance request must be accompanied by documentation including an executed purchase order (if required by the Recipient's own procurement policy) and a ready-to-pay invoice from a vendor/supplier. Advanced funding for personnel costs is unallowable.

(3) The Recipient may request one cash advance at a time. The Department may approve a subsequent cash advance before a prior advance is fully reconciled in very limited, case-by-case situations.

(4) Advanced funding shall be utilized for the approved purpose within 30 days of receipt of the funds via check/warrant or EFT. In the event there are delays with utilizing the advanced funding by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(5) The Recipient shall obtain proof of payment and reconcile the cash advance with Department within 45 days of receipt of the advanced funds. In the event there are delays in obtaining proof of payment by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(6) Any amount of advanced funding not utilized for the approved purpose shall be refunded to the Department prior to any additional funds being disbursed under this agreement. The Department may require the Recipient to refund a portion or all of the advanced funding if the Recipient is not compliant with the deadlines in (4) and (5).

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, the availability of funds, and is subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VII: AWARD CONTACTS

Department's Grant Manager

Ryan Derrick
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1271
RyanDerrick@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Jeremy Giddens
Grant/Business Operations Manager
100 10th St West
Bradenton, FL 34205-8634
941-932-9350
Jeremy.Giddens@bradentonpd.com

Recipient's Chief Official (CO)

Gene Brown
Mayor
101 Old Main Street
Bradenton, FL 34205-8634
941-932-9555
gene.brown@bradentonfl.gov

Recipient's Chief Financial Officer (CFO)

Rob Perry
City Administrator
101 Old Main Street
Bradenton, FL 34205-8634
941-932-9442
Rob.Perry@bradentonfl.gov

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION VIII: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified as a "Withholding of Funds" condition must be cleared through an administrative amendment processed by the Department's Grant Manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	The intent of this program is to increase investigation and enforcement efforts for identity theft and fraud. Community education and awareness related expenses are not allowable under this award.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(1) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

(2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

Electronic copy: The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

Part V: Record Retention: The Recipient shall retain sufficient records demonstrating compliance with the terms of this award agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, the CFO, or Auditor General, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Identity Theft and Fraud Grant Program
CSFA Number: 71.042
Award Number: TF005
Award Amount: $10,000.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award TF005 are outlined in this agreement.

SECTION X: STANDARD TERMS AND CONDITIONS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this

agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) Public Records Requests Originating from the Department: In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested

information to the Department within 10 business days of the request. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient's duty to provide public records related to this agreement, the Recipient shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the

item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) **Purchase of or Improvements to Real Property:** If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together

with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) Expiration of Security Interest: Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) Subawards, Contracts, and Assignments: Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement

are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) Subrecipient Responsibilities: If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) Subrecipient agreements: Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) Timely Payment of Advanced Funds to Third Parties: If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) Non-profit Recipient Additional Requirements: If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "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, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) Allocations for Remuneration Form: Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

(c) Indemnification Contingencies: The Recipient's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Recipient's sole expense; and (3) assistance in defending the action at the Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(h) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(i) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION XI: AWARD SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section VII through Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: TF005 **Award Amount:** $10,000.00

Recipient
City of Bradenton

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Gene Brown, Mayor

***** If using a designee, sign the Chief Official Designee section below *****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Law Enforcement (FDLE) – Drone as First Responder (DFR) Grant Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Bradenton Police Department has been awarded $25,000 through the Florida Department of Law Enforcement's Drone as First Responder (DFR) Grant Program. The funding will help purchase two Skydio X10 drone systems to enhance the Department's emergency response capabilities, situational awareness, and officer safety.

FINANCIAL IMPACT:

The total equipment purchase is $58,744.40, consisting of $25,000 in state grant funding and $33,744.40 from forfeiture funds. Ongoing operational expenses are estimated at approximately $2,500 annually and will be incorporated into the Department's operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Police Legal Advisor reviewed it for format and legal sufficiency.

SUGGESTED MOTION:
Motion to approve Florida Department of Law Enforcement – Drone as First Responder Grant Agreement, and fund remaining expenses through forfeiture funds, and authorize the Mayor to execute the agreement, any amendments, and associated documents.

ATTACHMENTS:
FDLE - DFR Grant Agreement

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Drone as First Responder (DFR) Program

Award Number:	4L001
Recipient:	City of Bradenton
Grant Activity Period:	10/01/2026 – 06/30/2027
Award Amount:	$25,000.00
Match Requirement:	$25,000.00
CSFA Catalog Number:	71.243

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the City of Bradenton (herein referred to as the "Recipient"). The Department and Recipient are sometimes referred to herein individually as a "Party," or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, Section 934.50, Florida Statutes, establishes rules and regulations for the use of drones by governmental entities; and

WHEREAS, Rule 60GG-2.0075, Florida Administrative Code, establishes the minimum security standards for drones used by governmental entities; and

WHEREAS, the Department has approved a nonrecurring allocation of $25,000.00 from a program appropriation arising from Line 1336A of the Florida General Appropriations Act for the 2026-2027 state fiscal year to be provided to the Recipient for the procurement of drones that comply with the aforementioned regulations; and

Whereas, the Recipient is not located in a fiscally constrained county, as described in Section 218.67(1), Florida Statutes, and, therefore, is required to provide a local fund cash match of $25,000.00 under this award.

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Financial and Performance Reporting Requirements
Section VI: Payments
Section VII: Award Contacts
Section VIII: Special Conditions
Section IX: Audit Requirement for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions

Section XI: Award Signatures

SECTION I: SCOPE OF WORK

This grant provides funding for the Recipient to procure drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. The maximum amount of state funding the Recipient may receive for each drone purchased, including associated accessories, software, etc., is $50,000.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity below.

Financial Consequences: Each deliverable below is a cost-reimbursement deliverable. Only allowable activities completed and attested to through the submission of the payment request, and accompanied by the appropriate documentation, will be eligible for reimbursement.

Deliverable:	The Recipient shall procure drones that are compliant with Section 934.50, Florida Statutes, and Rule 60GG-2.0075, Florida Administrative Code.		
Minimum Performance:	Minimum performance for this agreement is the delivery and receipt of the procured drones, as attested in the payment request.		
Price:	$25,000.00	$25,000.00	$50,000.00
	Grant Funds	Match Funds	Total

SECTION III: APPROVED BUDGET

Budget Category	Grant	Match	Total
A. Personnel (Salary/Overtime)	$0.00	$0.00	$0.00
B. Fringe Benefits	$0.00	$0.00	$0.00
C. Travel	$0.00	$0.00	$0.00
D. Equipment	$25,000.00	$25,000.00	$50,000.00
E. Supplies	$0.00	$0.00	$0.00
F. Construction	$0.00	$0.00	$0.00
G. Consultants/Contracts	$0.00	$0.00	$0.00
H. Other Costs	$0.00	$0.00	$0.00
TOTAL	**$25,000.00**	**$25,000.00**	**$50,000.00**

The following standard budget terms are applicable to this award:

(1) All expenditures of state financial assistance under this award must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(2) The line item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals, and may be categorized as a "kit", "bundle", "system", etc.

(3) Award funds may be used to pay for applicable shipping, freight, permitting, and/or installation costs, even if such costs are not directly spelled out in the line item(s) below.

(4) All quantities, rates, and costs listed below are estimated based on the information available at the time of application or amendment. The amount reimbursed to the Recipient may differ based on the actual costs of items, as evidenced by the applicable documentation outlined in Section V of this agreement.

(5) The Recipient may submit for reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Recipient must be accompanied by the applicable documentation outlined in Section V of this agreement. The Department's determination of acceptable expenses reimbursed under this award shall be conclusive.

Category	Line Item	Description	Total
D. Equipment	Drones	(2) Skydio X10 Drone Packages at $25,000 each = $50,000 50% Match = $25,000 Grant Funded Request = $25,000 Packages include airframe, VTZ300 camera package, software, extra propellers, batteries, chargers, etc.	$25,000.00
		Total:	**$25,000.00**

SECTION IV: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount or change the amounts allocated among individual line items outlined in Section III of this agreement, may be submitted by the Recipient through the Department's electronic grant management system. This applies to the following types of amendments:

(a) Changing a key contact listed in Section VII of this agreement; or

(b) Requesting to close the grant early when all activities have been completed.

(2) Monetary Amendments: Amendment requests that alter the total award amount, change the amounts allocated among line items in Section III of this agreement, or request approval for new line items to be included in Section III of this agreement, may be requested by the Recipient through the submission of a written notice to the Department Grant Manager. Monetary amendments submitted within the last 30 days of the award period will be reviewed and approved on a case-by-case basis. Any financial obligations or costs incurred by the Recipient prior to the monetary amendment being approved by the Department are at risk of being deemed ineligible for reimbursement under this award.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION V: FINANCIAL AND PERFORMANCE REPORTING REQUIREMENTS

All payment requests associated with this agreement must be submitted through the Department's electronic grant management system on a monthly basis for the life of the award. Instructions for submitting payment requests in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

If the Recipient does not have any eligible expenses to request for reimbursement during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Recipient is requesting reimbursement of eligible expenses during a particular month, the Recipient must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Recipient is responsible for entering the individual expenses associated with allowable budget items in Section III of this agreement and in accordance with the requirements outlined in the Department's instructions provided upon execution of this agreement. At a minimum, each expense entry must include attachments of the following supporting documentation. The Department may require additional documentation during its review to make a determination of allowability of an expense under this agreement.

(a) A purchase order/requisition or similar documentation showing the order date;

(b) An invoice provided by the vendor/supplier. At a minimum, the invoice must include an invoice date, description/names of the items purchased, number of units, and the cost per unit; and

(c) Proof of payment showing the Recipient paid the invoice. Acceptable forms of proof of payment include copies of processed checks (front and back images), card statements showing a charge has posted to the account, or a bank statement showing funds have been withdrawn from an account.

If the Recipient is required to provide the 50 percent cash match with local funds, any payment request submitted under this award agreement will automatically calculate and deduct the match requirement.

(2) Closing Budget Reporting Periods: The Recipient is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Recipient must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

(a) As a part of closing the reporting period each month, the Recipient shall answer the performance questions on the associated budget reporting period with sufficient detail to document the progress of any activity associated with the award. The Recipient shall maintain sufficient documentation to support the progress and activities reported each month. The Department may request this information during their review of any payment request.

(b) If the project supported by this agreement is not operational within 60 days of the execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include sufficient information regarding the steps taken to date to initiate the project, the reason(s) for the delays, the anticipated start date, and actions to be taken towards implementation in the next 30 days.

(c) If the project supported by the agreement is not operational within 90 days of execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include additional explanation for the implementation delay and a revised project timeline. The Department shall decide if the delay is justified, or shall, at its discretion and through an administrative amendment, require additional project documentation and justifications throughout the award period.

(d) For the purposes of this agreement, "not operational" means no activity has occurred that correlates with making progress toward completing the deliverables outlined in Section II.

For any budget period that ended prior to the activation of this award in the electronic grant management system, the Recipient shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods have expenses for reimbursement, the Recipient may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Department.

(3) **Submitting the Payment Request:** The Recipient is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursements of eligible expenses under this award, Recipients are strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Department between December 1 and December 30. The Recipient's failure to submit a payment request to the Department by the advised deadlines will result in delays in receiving payments.

(4) **Final Reconciliation and Closeout:** The Recipient shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure the final reporting period and any associated final payment request are submitted within 60 days of the end date of the agreement. This liquidation period is available only for the recipient to receive and reconcile outstanding invoices, payments, and similar obligations that were incurred prior to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(5) **Withholding of Funds:** The Department shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section VIII of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with subtitle (2) of this section, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Department may issue an administrative amendment to add a withholding of funds condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VI: PAYMENTS

This is a cost reimbursement agreement with the limited ability to advance funds as outlined in the next paragraph. Funds under this agreement will be disbursed to the Recipient for allowable costs incurred during the project period and in conjunction with the receipt, review, and approval of a submitted payment request and all required supporting documentation, as outlined in Section V of this agreement. If All payment requests submitted to the Department will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and any Florida Department of Financial Services guidelines. Additional documentation not outlined in Section V of this agreement may be requested by the Department and/or the Florida Department of Financial Services. The Recipient may be required to provide the additional requested documentation prior to any funds being disbursed for a submitted payment request.

If a cost-reimbursement payment would result in a significant hardship for the Recipient, a cash advance for the immediate payment of an invoice, or the immediate procurement of equipment/supplies may be requested in the Department's electronic grant management system. Cash advances under this agreement are subject to the provisions outlined in Chapter 216, Florida Statutes, and are also subject to the following limitations:

(1) Cash advances are limited to no more than 25% of the total award amount. Any request in excess of 25% must include a clear justification demonstrating the need for the additional funding and will be reviewed on a case-by-case basis.

(2) The cash advance request must be accompanied by documentation including an executed purchase order (if required by the Recipient's own procurement policy) and a ready-to-pay invoice from a vendor/supplier.

(3) If the Recipient is required to provide the 50 percent cash match with local funds, the Department, upon review of the invoice, may reduce the approved cash advance amount to account for the match requirement.

(4) The Recipient may request one cash advance at a time. The Department may approve a subsequent cash advance before a prior advance is fully reconciled in very limited, case-by-case situations.

(5) Advanced funding shall be utilized for the approved purpose within 30 days of receipt of the funds via check/warrant or EFT. In the event there are delays with utilizing the advanced funding by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(6) The Recipient shall obtain proof of payment and reconcile the cash advance with Department within 45 days of receipt of the advanced funds. In the event there are delays in obtaining proof of payment by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(7) Any amount of advanced funding not utilized for the approved purpose shall be refunded to the Department prior to any additional funds being disbursed under this agreement. The Department may require the Recipient to refund a portion or all of the advanced funding if the Recipient is not compliant with the deadlines in (4) and (5).

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, the availability of funds, and is subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VII: AWARD CONTACTS

Department's Grant Manager

Patricia Stark
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1252
PatriciaStark@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Jeremy Giddens
Grants/Business Operations Manager
100 10th Street West
Bradenton, FL 34205
941-932-9350
Jeremy.Giddens@bradentonpd.com

Recipient's Chief Official (CO)

Gene Brown
Mayor
101 Old Main Street
Bradenton, FL 34205-8634
941-932-9555
gene.brown@bradentonfl.gov

Recipient's Chief Financial Officer (CFO)

Rob Perry
City Administrator
101 Old Main Street
Bradenton, FL 34205-8634
941-932-9442
Rob.Perry@bradentonFL.gov

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION VIII: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified as a "Withholding of Funds" condition must be cleared through an administrative amendment processed by the Department's Grant Manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	The Recipient shall ensure all drone items are ordered by March 31, 2027. If there are delays in the procurement process, the Recipient shall notify the FDLE Grant Manager via email prior to the deadline.
W0002	WITHHOLDING OF FUNDS: The Recipient did not provide a quote at the time of application. Prior to the drawdown of funds for drone items, the Recipient shall provide a copy of any quote used for procurement.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT** 1 of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(1) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in

accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

(2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

Electronic copy: The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650

(non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

Part V: Record Retention: The Recipient shall retain sufficient records demonstrating compliance with the terms of this award agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, the CFO, or Auditor General, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Drone as First Responder Grant Program
CSFA Number: 71.243
Award Number: 4L001
Award Amount: $25,000.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award 4L001 are outlined in this agreement.

SECTION X: STANDARD TERMS AND CONDITIONS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) **Governing Regulations of the State of Florida:** This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees,

subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the

appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) Public Records Requests Originating from the Department: In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient's duty to provide public records related to this agreement, the Recipient shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department.

The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) Expiration of Security Interest: Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) Subawards, Contracts, and Assignments: Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) Subrecipient Responsibilities: If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) Subrecipient agreements: Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) Timely Payment of Advanced Funds to Third Parties: If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the

expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) Non-profit Recipient Additional Requirements: If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "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, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) Allocations for Remuneration Form: Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

(c) Indemnification Contingencies: The Recipient's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Recipient's sole expense; and (3) assistance in defending the action at the Recipient's sole expense. The Recipient shall not be liable for any cost, expense,

or compromise incurred or made by the State of Florida or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was

not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(h) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(i) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION XI: AWARD SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section VII through Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 4L001 **Award Amount:** $25,000.00 **Match Required:** $25,000.00

Recipient
City of Bradenton

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Gene Brown, Mayor

***** If using a designee, sign the Chief Official Designee section below *****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Garret Falconer, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase Approval for one 2028 Peterbilt 520 Rear End Loader

SUGGESTED ACTION: Staff recommends approving the purchase of one 2028 Peterbilt 520 rear end loader for the City's solid waste fleet, from Rush Truck Centers for a total of $376,686.50. This is being procured as a one-time purchase under the Florida Sheriffs Association Cooperative Contract #FSA25-VEH23.0.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The new 2028 Peterbilt 520 rear end loader modernizes the City's fleet by replacing an aging, end-of-life vehicle, which will reduce ongoing maintenance costs, minimize operational downtime, and ensure reliable waste collection services.

FINANCIAL IMPACT:
Funding for this purchase is allocated in account (46053412-564000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of one 2028 Peterbilt 520 Rear End Loader.

ATTACHMENTS:

Rush Truck Centers Proposal

Rush Truck Center, Tampa
8111 East Adamo Dr.
Tampa, FL 33619
800-575-7383

Customer Proposal Letter

City of Bradenton
1300 6th Street West
Bradenton, FL 34208

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2028 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: FSA25-VEH23.0 Peterbilt 520 Item #92 All Fees Included
2028 Peterbilt 520 McNeilus 28 YD REL 66K GVW

Quantity	1	Total
Truck Price per Unit	$ 371,549.00	$ 371,549.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 371,549.00	$ 371,549.00
Optional Extended Warranty(ies)	$ 5,123.00	$ 5,123.00
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Battery Disposal Fee	$ 4.50	$ 4.50
Tire Recycling Program	$ 10.00	$ 10.00
Total Sales Price	$ 376,686.50	$ 376,686.50
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 376,686.50	$ 376,686.50

Sales Representative — *Paul Canadine* (Signature) — Paul Canadine (Printed Name) — Date

Purchaser — Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager — *Paul Canadine* (Signature) — Printed Name — Date

Quote good until 12/9/2026

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

www.rushtruckcenters.com

Rush Truck Center – Tampa | 8111 East Adamo Drive, Highway 60 | Tampa, Florida 33619 | 813-664-1441 Direct | 813-626-5024 Fax

FSA25-VEH23.0 Peterbilt 520 Item #92 All Fees Included

2028 Peterbilt 520 McNeilus 28 YD REL 66K GVW

		Base Price 520
Option Code	**Description**	$ 220,500.00
611330	ZINC COATED ANTI CORROSION TREATED FRAME RAILS	$ 375.00
620160	FEPTO PROVISION 4-7/8IN BUMPER EXTENSION	$ 1,755.00
6914160	SEARS C2 PLUS DRIVER SEAT	$ 819.00
Warranty	Engine 5 Year / 150,000 miles	$ 2,630.00
Warranty	Aftertreatment 5 Year / 150,000 miles	$ 1,310.00
Warranty	Allison 5 Year	$ 1,183.00
TEN-8	McNeilus XC Extra Compaction Rear Loader Loader 28 cu yd model 2026	$ 148,100.00
State	Tire Recycling Fee	$ 10.00
State	Battery Recycling	$ 4.50
	Total	**$ 376,686.50**

Rush Peterbilt Truck Ctr. (P476)
8111 E. Adamo Drive
Tampa,, Florida 33619

City Of Bradenton
1300 6Th Street West
Bradenton, Florida 34208
United States of America

PAUL CANADINE
Cell Phone: 813-716-5128
Office Phone: 813-664-1441
Email: canadinep@rushenterprises.com

JAMES MORA

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 PX 9 REL
Description 2:	MCNEILUS REL

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Rear Loader / Push-Out
Length (ft):	30
Height (ft):	8.33
Max Laden Weight (lbs):	18500

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	66000
G.C.W. (lbs):	66000

Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0

Maximum Grade:	6
Wheelbase (in):	195
Overhang (in):	58
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	194.9
Cab to EOF (in):	252.9
Overall Comb. Length (in):	310.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	**0**
0095420	O	**Rear Loader / Push-Out**	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	**0**
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	**0**
Frame & Equipment			
0514150	S	**10-3/4" Steel Rails To 305"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	**101**
0601500	O	**Full Steel Inner Liner**	**624**
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	**4**
0620160	O	**FEPTO Provision 4-7/8in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	**45**
0633405	O	**Additional Frame Drilling**	**0**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	**40**

Sales Code	Std/ Opt	Description	Weight
Front Axle & Equipment			
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	**0**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	**0**
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	**0**
1354870	O	**Severe Service Disc Brake Rotor - Steer Axle**	**0**
1380400	O	**Meritor Refuse Air Disc Front Brakes**	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	**0**
Rear Axle & Equipment			
1526120	O	**Meritor RT46-160 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	**113**
1616305	S	**PHP10 Iron Preset + Hubs - Air Disc**	**0**
1616310	O	**Severe Service Disc Brake Rotor - Drive**	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	**60**
1680500	S	**SBM Valve**	**0**

Sales Code	Std/ Opt	Description	Weight
		Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	
1680525	O	**Pneumatic Park Brake**	**0**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	**0**
1687100	O	**Meritor Refuse Air Disc Rear Brakes** Tandem Drive Axle (EX+H)	**0**
1706140	O	**Ratio 6.14 Rear Axle**	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	**-84**
1921475	O	**Shock Absorbers For HMX EX Suspension**	**31**
1921695	O	**17.5 in Saddle Height HMX EX 400/460**	**0**

Engine & Equipment

2074809	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1200** Performance (2024 Emissions) N21350 C121 57....Maximum Accelerator Pedal Ve N21370 C128 57....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 100...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209)	**0**

Sales Code	Std/ Opt	Description	Weight
		N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091120	S	**EMUX Electronics Architecture**	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	**0**
2091372		**Eff EIST NA Expiration Miles**	**0**
2091640		**Effective VSL Setting NA**	**0**
2092009	O	**Typical Operating Speed 58 MPH**	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	**0**
2140400	O	**Reinforced Belly Pan**	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	**0**
2140670	O	**EPA Emission Compliant Engine**	**0**
2140700	S	**EPA Engine Idling Compliance**	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	**0**
2539980	O	**Kissling Battery Disconnect SW 300AMP** Single Tab; Mounted On Battery Box	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, and L9N. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	**0**
2921110	S	**PACCAR Fuel/Water Separator Standard Service**	**0**

Sales Code	Std/ Opt	Description	Weight
		PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	
2921210	S	**No Fluid Heat Option for Fuel Filter**	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	**0**
3120320	O	**Bugscreen**	**5**
3120450	S	**Stainless Steel Grille**	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	**0**
3381860	O	**Exhaust 90 Degree Diffuser**	**0**
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	**-5**
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	**1**
4250470	U	**Allison RDS, Pkg 225**	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	**0**
4256020	S	**Console Mounted Push Button Shifter**	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS**	**0**

Sales Code	Std/ Opt	Description	Weight
		Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	**0**
Air & Trailer Equipment			
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	**0**
4540420	S	**Nylon Chassis Hose**	**0**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	**0**
Tires & Wheels			
5004040	S	**FF: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**0**
5104040	O	**RR: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**344**
5190008	S	**Code-rear Tire Qty 08**	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	**-94**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	**-216**
5390008	S	**Code-rear Rim Qty 08**	**0**
Fuel Tanks			

Sales Code	Std/ Opt	Description	Weight
5552130	O	**26" Aluminum 80 Gallon Fuel Tank RH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	**13**
5603080	O	**Location RH BOC 80 Gallon** Fuel tank.	**0**
5650490	S	**Fuel Cooler** Required with single fuel tank	**0**
5651390	O	**Top Of Fuel Tank 5" Below Top Of Frame**	**33**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	**0**
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	**0**
Battery Box & Bumper			
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	**0**
6122810	O	**Steel Bumper Swept Back Painted** Requires bumper extension, includes two front tow eyes with pins	**2**
6132400	O	**Notched Top Flange Of Bumper** Does not include fepto provisions	**0**
Cab & Equipment			
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	**0**
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	**0**

Sales Code	Std/ Opt	Description	Weight
6541479		**KEY G479**	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	**0**
6921720	S	**Peterbilt Passenger Seat**	**0**
6931120	O	**Seat Belt Color Orange IPO Standard** Black	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	**3**
6939400	O	**Air Ride Driver**	**43**
6939430	O	**Mid Back Driver**	**0**
6939470	S	**Vinyl Driver**	**0**
6939500	O	**Air Ride Passenger**	**43**
6939520	O	**High Back Passenger**	**0**
6939570	S	**Vinyl Passenger**	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	**0**
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	**6**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	**0**
7230350	S	**2-Piece Flat Windshield**	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	**-7**
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The	**4**

Sales Code	Std/ Opt	Description	Weight
		mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	**6**
7728020	O	**Bluetooth Located On Driver Side**	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	**0**
7728050	O	**USB Port**	**0**
7788335	S	**Global Telematics Hardware**	**0**
7851330	O	**Cab Tilt Pump Air Assist**	**0**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	**12**
7901130	O	**Backup Alarm (107 DB)**	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	**0**
8021810	O	**Brake Application Air Pressure (Tractor)** Located in Digital Cluster Display.	**0**
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	**0**
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	**0**
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	**0**
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	**0**

Sales Code	Std/ Opt	Description	Weight
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	**0**
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	**0**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	**0**
8134160	O	**Self-Canceling Turn Signal**	**2**
Paint			
8500700	O	**Non-Performing Paint Color Selection** Cab/Hood/Sleeper-No Warranty ***Narr*** *1021406EY*	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L9999EY NON PERFORMING PAINT N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L9999EY NON PERFORMING PAINT N85200 FRAME L0001EA BLACK	**0**
8531320	O	**Axalta Two Stage Effect - Metallic/Pearl** Cab/Hood & Sleeper Only	**0**
Shipping Destination			
Options Not Subject To Discount			
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	**0**
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	**0**
9400598	O	**No Warranty-Non-Performing Cab/Hood/Sleeper** ***Narr*** *1021406EY*	**0**
9407147	O	**Fuel Price Index Factor $571 NET**	**0**
9408529	O	**Allison Surcharge 4000 Series Transmission**	**0**
9408634	O	**SmartLINQ RD - 5YR Sub** PACCAR PX Engines	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	**0**

Sales Code	Std/ Opt	Description	Weight
Miscellaneous			
9409059	O	**State Of Registry: Florida**	**0**
9409641	O	**Model Year 2026 Engine**	**0**
9409749	O	**2024 Series Emissions Engine**	**0**

Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total Weight (lbs) 18,085

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Requested Schedule Dates

Date	Quantity
11/4/2026	1

Equipment Proposal

Proposal # CPQ-25659

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Industrial, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **September 23, 2026** ("Proposal Date") **Customer:** **City of Bradenton** ("Customer")

Customer Address: **888 13th Ave E, Palmetto Fl 34208**

Qty	Product Description & Options	Price
1	**McNeilus XC Extra Compaction Rear Loader Loader 28 cu yd model 2026**	**$148,100.00**
1		
1	**Rear View Camera System**	
1	**Body Painted Blue TBD**	
2	**Dual Cart Tipper Lifter Perkins 6220 Recessed for Commercial**	
1	**Reever Cylinder System with locks**	
1	**Kick Bar Container Lifting System**	
1	**Shipping Included**	
1	**Quantity x1**	**$148,100.00**
	Total:	**$148,100.00**

** Pricing is subject to change as follows:

(a) All prices are exclusive of, and Customer is responsible for all taxes, charges, fees, levies, imposts, duties, tariffs or other assessments imposed by or payable to any federal, state, local or foreign tax or governmental authority. Applicable taxes and fees will be calculated at time of invoice.

(b) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **3-4** (months) after receipt of the commercial chassis, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: _____

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Industrial, LLC

By: Victor Montano

Title: **Authorized Sales Representative**

Print: **Victor Montano**

Date: **9/23/2026**

EXHIBIT A

PROPOSAL OPTION LIST

McNeilus

EXTRA COMPACTION REAR LOADER



Powerful rear loader with more capacity and more compaction to take on the toughest routes.

- Increased compaction force that can handle up to 1,200 pounds of refuse per cubic yard.
- Larger tailgate and hopper allow for more volume from residential to heavy commercial routes.
- Fast pack cycle time and pack-on-the-go hydraulics keep the hopper clear and help operators save time, especially on routes crowded with stops.
- Tough abrasion resistant steel used in the rear loader's highest wear areas, featuring 1/4" AR200 on the hopper floor and AR450 used in the body sidewalls.
- Like all McNeilus rear loaders, the Extra Compaction commands a top resale value of any similar truck on the market.
- Optional McNeilus® Excalibre™ cylinders feature a hardened tool steel scraper that drastically reduces hydraulic contamination.
- XXC package available for even more demanding routes that includes a thicker body floor, reinforced load edge, splash guard and extended tailgate seal.

PERFORMANCE SPECIFICATIONS (in seconds)*

WORKING RPM @ IDLE			
Dump Cycle		25-27	
Sweep Extend		7	
Sweep Retract		4	
Slide Extend		5	
Slide Retract		11	
Tailgate Open		30	
Tailgate Closed		18	
Compaction = 1,200 lb/yd			
Quick Change UHMW Polyethylene Slide Shoes			
	25 YD³	28 YD³	32 YD³
Ejector Extend	20	27	33
Ejector Retract	28	30	40

*Cycle times may vary slightly

STANDARD BODY SPECIFICATIONS

Body Floor	3/16 in. AR200 5/16 in. AR200 (XXC)
Side Walls, Front Section	10-gauge AR200
Side Walls, Rear Section	1/8 in. AR450
Roof	10-gauge AR200

HOPPER SPECIFICATIONS

Hopper Capacity	3.5 cu yd
Hopper Floor	1/4 in. AR200
Hopper Sides	**Top:** 3/16 in. grade 50 high-strength steel, **Bottom:** 1/4 in. AR200
Hopper Liner	1/4 in. AR200

PACKER/EJECTOR SPECIFICATIONS

Slide Face Plate	3/16 in. grade 50 high-strength steel
Sweep Face Plate	1/4 in. AR200
Packer Edge Strip	1/4 in. grade 50 high-strength steel

TAILGATE SPECIFICATIONS

Tailgate Walls	3/16 in. AR200
Wear Strips	1/2 in. x 3 in. 1044 steel
Tailgate Seal Height	50 in

OPERATIONS

Mechanical controls with integrated control panel

HYDRAULICS

Pump	Single gear or vane with pack-on-the-go flow control system
Control Valves	Primary; Parker VA35 with Smart-Pak®
Oil Reservoir	20 yd³: 40 gallon 25–32 yd³: 50 gallon
Filter	Parker 40 CN, 100 mesh suction strainer

CYLINDERS

Ejector Cylinder	**25 YD³**: 7-1/2 in. bore x 7 in. rod x 119-1/2 in. stroke (4-stage) **28 YD³**: 7-1/2 in. bore x 7 in. rod x 138 in. stroke (4-stage) **32 YD³**: 8-3/4 in. bore x 8-1/4 in. rod x 163 in. stroke (5-stage)
Slide Cylinder	5-1/2 in. bore x 4-1/2 in. rod x 39 in. stroke
Sweep Cylinders	5 in. bore x 4 in. rod
Tailgate Cylinder	3-1/2 in. bore x 3 in. rod x 42 in. stroke

PAINTING

Packer and components steel shot blasted prior to priming with high solids epoxy primer

Finish: PPG high-performance, highh solids acrylic urethane topcoat

POPULAR OPTIONS

Spool Winch or Reeving Cylinder

Guides and Latches

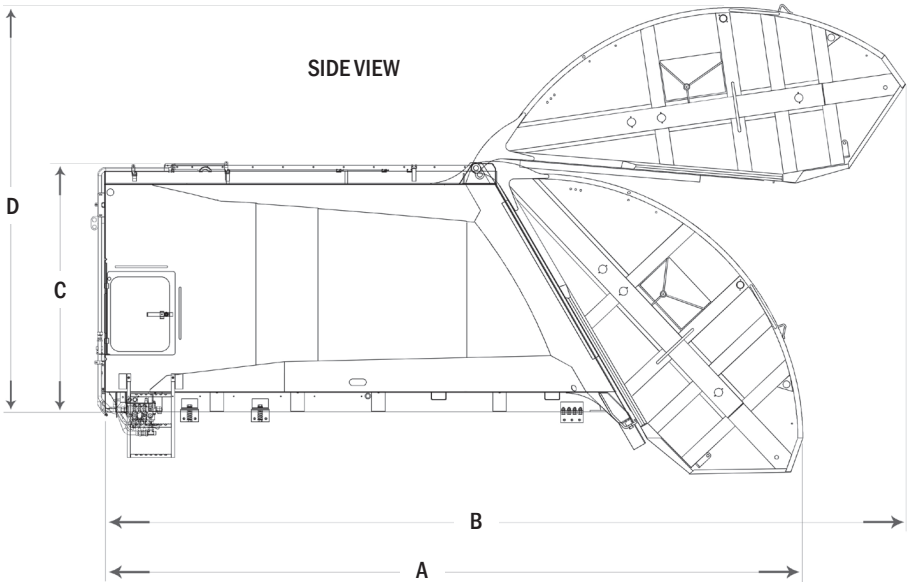
Container Lift Bar

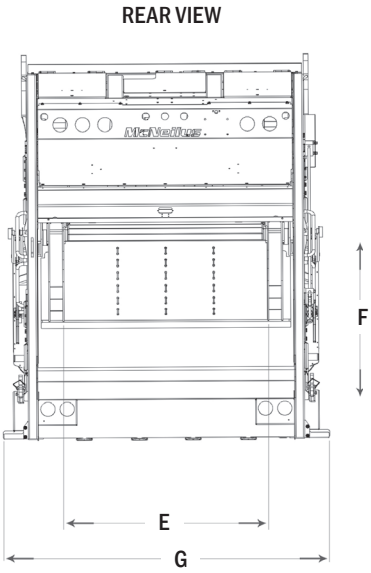
McNEILUS WARRANTIES

Contact your McNeilus representative on warranty details.
For more information, go to www.McNeilusGarbageTrucks.com

EXTRA COMPACTION REAR LOADER

- McNeilus CNG Systems and Service offers compressed natural gas systems in a variety of configurations and capacities for the Extra Compaction Rear Loader.
- McNeilus partners with top equipment dealers across North America to provide best-in-class support and access to service and parts close to home.
- Proudly made in the USA.





DIMENSIONS						
DESCRIPTION	25 YD³ (19.1 M³)		28 YD³ (21.4 M³)		32 YD³ (24.5 M³)	
(A) Overall Length, Tailgate Closed	285 in.	7239 mm	304 in.	7722 mm	329 in.	8357 mm
(B) Overall Length, Tailgate Raised	314 in.	7976 mm	333 in.	8458 mm	358 in.	9093 mm
(C) Overall Height, Tailgate Closed**	99 in.	2515 mm	99 in.	2515 mm	99 in.	2515 mm
(D) Overall Height, Tailgate Raised**	170 in.	4318 mm	170 in.	4318 mm	170 in.	4318 mm
(E) Inside Hopper Width	80 in.	2032 mm	80 in.	2032 mm	80 in.	2032 mm
(F) Hopper Opening Height	58 in.	1473 mm	58 in.	1473 mm	58 in.	1473 mm
(G) Overall Width w/Steps	102 in.	2591 mm	102 in.	2591 mm	102 in.	2591 mm
Overall Width w/o Steps	96 in.	2438 mm	96 in.	2438 mm	96 in.	2438 mm

Note: Dimensions will change with roof/tailgate-mounted CNG options.

**Dimension with no winch. Adding a spool winch or reeving cylinder winch will increase height dimension to between 100-108 inches depending on the option chosen.

STREET SMART PARTS

We offer a complete line of aftermarket parts and services to fit all makes and models.

Ten-8 Industrial

Ten8Industrial.com | 877.989.7660

TEN-8 INDUSTRIAL

CHASSIS

Option Description	Option Selection
GVW Category	33,001 LBS OR GREATER
Destination State/Country	MINNESOTA
Chassis Type	CUSTOMER CHASSIS
Chassis Make	PETERBILT
Chassis Model	520
Steering Configuration	STREET SIDE SEATED STEERING
Fuel Type	DIESEL
Fuel System	DIESEL
Chassis Model Year	2026
Packer Type	EXTRA COMPACTION REAR LOADER
Secondary CNG Capacity for CS Frame	NO CURBSIDE CNG TANK

Option Description	Option Selection
Engine	PACCAR MX11-AFT 1/1/2017 EMIS
Transmission	ALLISON 4500 RDS
Double Frame	TRUE
Cab Mirrors	AERO STYLE
Pump Drive	U-JOINT FRONT (FEPTO)
Rear Suspension	HENDRICKSON HAULMAXX SPRING
Exhaust Location	LEFT HAND VERTICAL EXHAUST
Rear Tire Arrangement	DUAL TIRE TANDEM AXLE
Engine Horsepower	HORSEPOWER GREATER THAN 300
Transmission Oil Cooler	NO

BODY

Option Description	Option Selection
Capacity	28 YD REAR LOADER
Body Floor Thickness	AR200 3/16"
Roof	STANDARD ROOF
Side Access Door	SS DOOR HINGED FORWARD
Access Door Ladder	ANSI FOLD UP W/SHUTDOWN
Hyd Tube Front Cover	STD
End Cap Reinforcement	TRUE
Throttle Advance	KEYPAD CURB SIDE TG
Floor Build Location	DODGE CENTER
Model/Capacity	2813 REL XC

BODY OPTIONS

Option Description	Option Selection
Cab Control	IN DASH CONTROL SWITCHES
TG Hole Mounting Loc	UPPER HOLE
Power Dist Module Loc	FRONT OF BODY SS TOP-STANDARD
Load Edge	B-TYPE (STANDARD/BAYNE)
Hopper Liner	3/16" AR200 STD HOPPER
Tailgate Lock	TURNBUCKLE LOCK
Slide and Sweep Controls	CURB SIDE STANDARD LINKAGE
Tailgate Steps	16"-24" ADJUSTABLE HEIGHT STEP
Tailgate Seal	STANDARD HEIGHT
Packer/Sweep Panels	STANDARD
Nitrited S and S Pin	TRUE
Hopper Bottom	1/4" AR200 W/ CS 1.5" DRAIN
Tailgate Lift Cylinder	STANDARD
Reever	12K
Reever/Winch Controls	CURB SIDE
Hook Retaining Loop	STREETSIDE
Container Tipper Kick Bar	32" ARMS
Roller Quantity	2
Kick Bar Controls	CURB SIDE
Bumper Pads	4 EXTENDED BLACK RUBBER BUMPER
Container Stop	FIXED
Guides and Latches	YES
Guides and Latches Style	B-TYPE (STANDARD/BAYNE)
Guide Inside Width	80" (STANDARD)
Plumb For Quick-Tip	NO
S and S Dock Handle On CS	NO
Telematics	TRUE

HYDRAULICS

Option Description	Option Selection
Hydraulic Res Breather	FILLER/BREATHER ON RESERVOIR
Hyd Res Filler Cap	STANDARD FILLER CAP
Hyd Fluid Sample Port	CHECK FLUID KP14NV 90DEG
Hydraulic Fluid	ISO46-US OIL
Hydraulic Reservoir	STREET SIDE STANDARD STL RECT,
Hydraulic Pump	GEAR PUMP
Hydraulic Return Filter	SCHROEDER IN RESERVOIR
Ejector Cylinder	MAILHOT
Hyd Hose Wrap	CORDURA WRAP REQUIRED HOSES
Res Suction Shutoff Valve	GATE VALVE W/ RED HANDLE
Valve on Res Return	NO VALVE ON RES RETURN
TG/Ejector VLV Location	FRONT OF BODY
Slide and Sweep Cyl Make	MONARCH

LIGHTING

Option Description	Option Selection
DOT Light Manufacturer	ECONOMY LED
Mid-Body DOT Oval Light	OVAL AMBER TURN SIGNAL/MARKER
Tailgate Outer Corner Lights	4" AMBER TURN SIGNALS
Light/Harness Package	STANDARD LIGHT and HARNESS
Mid Body Work Lights	BOX MTD ECON 5" LED
Hopper Work Lights	ONE ECONOMY 5" ROUND LED
DOT Reverse Lights	TRUCKLITE 4" SINGLE UPPER REV
Mid Body Work Lt Switch	SINGLE SWITCH FOR BOTH LIGHTS

CAMERA

Option Description	Option Selection
Monitor Display In Rev	NO CAMERA SYSTEM SELECTED

RESIDENTIAL OPTIONS

Option Description	Option Selection
Cart Tipper Location	CS and SS STANDARD GATE
Cart Tipper Type	MTM INSTALLED TIPPER
Cart Tipper Mount	RECESSED MOUNT
Cart Tipper Make	PERKINS D6220
Cart Tipper Controls	CS and SS MANUAL LINKAGE
Tipper Mount Style	BOLTED
Prep For Tipper Cut Out	N/A NOT PREP

MISC BODY

Option Description	Option Selection
Limit Speed With Tailgate Open	NO
Front Mudflaps	BLACK MCNEILUS LOGO
Rear Mudflaps	BLACK MCNEILUS LOGO
Rear Mud Flap Location	STANDARD TAILGATE LOCATION
Backup Alarm	PRECO 1059 DUAL TONE-LWR LT BX
Shovel Holder Tailgate	EJECTOR MOUNT
Auto-Neutral	TRUE
Battery Box Location	STREET SIDE FRAME MOUNTED

SAFETY

Option Description	Option Selection
Fire Extinguisher In Cab	5# ABC
Triangle Safety Kit	CUSTOMER INSTALLED IN CAB

PAINT

Option Description	Option Selection
CNG System Cover Color	NO ADDED CNG SYSTEM COVER COLOR
Paint Scheme	STANDARD PAINT TEMPLATE
Number Of Body Colors	QTY 1
Body Paint Category	1 COLOR, MEDIUM COMPLEXITY
Body Color 1 Description	Unknown
Body Color 1 Code	UNKNOWN
Cab / Hood Paint	NO CAB PAINT
Wheel Paint	NO WHEEL PAINT
Decal Language	ANSI COMPLIANT ENGLISH
Conspicuity Tape	TRUE
Access Ladder Color	MATCH BODY COLOR

AXLE

Option Description	Option Selection
Pusher Axle Quantity	0
Pusher Tire	NO PUSHER SELECTED
Pusher Lift Control	NO PUSHER AXLE IN ORDER
Tag Lift Control	NO TAG AXLE IN ORDER

Special Features and Options:

Extended Warranties:

Subscriptions:

Options Available at Additional Cost (not included in quoted price):

Additional Notes:

EXHIBIT B

WARRANTY

Refuse Buyer's Standard Warranty Policy Terms

Component	Warranty Period	Additional Information	Replacement Part Warranty
Chassis	Follow Chassis Supplier's Warranty Schedule	All claims must be submitted to your local chassis dealer	N/A
Initial Adjustments and Startup Coverage	90 Days	Coverage includes, but is not limited to, adjustment of switches, hydraulics settings, loose fittings, and hardware.	N/A
Standard Body Warranty	1 Year	Coverage includes body structure and components installed and manufactured by McNeilus Companies.	180 Days
Structural Warranty	1 Year	Coverage includes body shell, arms, tailgate, ejector panel, forks, and frame.	180 Days
Electrical Warranty	1 Year	Coverage includes, but is not limited to, proximity switches, circuit boards, switches, electric over hydraulic air valves, and joysticks.	180 Days
CNG	2 Years	McNeilus branded CNG only.	180 Days
Paint Warranty	1 Year	Buyer to provide photographs and two estimates to McNeilus Warranty for pre-approval.	N/A
Labor Warranty	1 Year*	Labor reimbursement for approved warranty on new McNeilus unit. No labor coverage for replacement part warranty.	N/A
Major Hydraulic Component Warranty	2 Years	Warranty coverage is specific to hydraulic components as defined in the policy to be: hydraulic pumps, motors, cylinders, valves, actuators, PTO, tank.	1 Year Cylinders New: 2 Years Rebuilt: 1 Year
Mailhot Hydraulic Cylinders***	3 or 4 Years dependent on Part Number	Warranty coverage is specific to Mailhot cylinders.	2 or 3 Years dependent on Part Number
Options/ Accessories, Non-McNeilus Brand	1 Year	Coverage for defects due to McNeilus installation. For non-McNeilus brand product, warranty is through the OEM, Hendrickson Lift Axle, Pioneer Tarpers, Perkins Cart Tippers, Peterson, Third Eye. All warranty transactions are between the Buyer and the OEM, but can be filed as a pass through with McNeilus.**	N/A
Options/ Accessories, McNeilus Brand	2 Years	McNeilus brand only. Buyer warranty for non-McNeilus brand is direct to manufacturer.	1 Year
Miscellaneous/ Wear Components	180 Days	Coverage includes, but is not limited to, arm/fork stop pads, tailgate seal, pins and bushings, tubes and hoses, rollers.	N/A
Pneumatics (Air)	180 Days	Valves, hoses/tubes, joystick	N/A

* The one (1) year standard warranty is valid on vehicles delivered on or after January 1, 2025.

**Claims filed as pass through with McNeilus are not subject to the 30 day time limit for approval.

***Mailhot cylinder warranty coverage is valid on or after January 1, 2026. Replacement parts warranty coverage is based on date of parts purchase; not based on installed date.

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EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Industrial, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Industrial LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for an industrial vehicle, body or associated equipment.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the industrial vehicle and/or body and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Industrial, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Garret Falconer, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase Approval for six Stertil-Koni Column Lifts

SUGGESTED ACTION: Staff recommends approval of the purchase of six Stertil-Koni column lifts from Stertil-Koni USA, Inc., for a total net cost of $81,677.96, which includes a $10,000 trade-in credit for one existing lift (Asset #016884).

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The new Stretil-Koni column lifts will replace an aged, end of life cycle unit, thereby modernizing the fleet and reducing maintenance requirements and will be able to accommodate the Bradenton Fire Department ladder truck. This is being procured as a one-time purchase under the Sourcewell Cooperative Contract #121223-SKI.

FINANCIAL IMPACT:
Funding for this purchase has been allocated in account (00151900-564000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase for six Stertil-Koni column lifts.

ATTACHMENTS:

Stertil-Koni USA, Inc. Quote

QUOTE

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
(410) 643-9001

Quote #: SK-412
Date: 2 Nov 2026
Expires: 2 Dec 2026
RSM: Brian Myles

Billing Address
City of Bradenton, FL
Christopher Cummings
705 13th Ave W, Bradenton, FL, USA
Christopher.Cummings@bradentonFL.gov
19414141437

Shipping Address
City of Bradenton, FL
Christopher Cummings
705 13th Ave W, Bradenton, FL, USA
Christopher.Cummings@bradentonFL.gov
19414141437

Contract: Sourcewell Contract #121223-SKI

Subcontract: Contract #

Part	Description	Qty	Price	Discount	Line Total
ST-1085-3FWA	ST1085 MODELS, WIRELESS EBRIGHT CONTROLS WITH SYNTHETIC FIXED FRONT WHEELS Set of 6 - 111,000lbs capacity, 24 volts DC, control box on every column. Adj forks	1	$124,194.31	29%	$88,177.96
Miscellaneous Nontaxable	Trade-in credit	1	$-10,000	0%	$-10,000

Subtotal	$78,177.96
Tax (0%)	$0
Shipping	$3,500
Grand Total	$81,677.96

Comments

Sourcewell Member Account # 34139

Local Distributor

Distributor Account: Heavy Duty Lift & Equipment, Inc.
Distributor Contact: Jake Rosendale
Email: jake@heavydutylift.com
Phone: 12393005221

Standard Terms and Conditions

1. Purchase Orders MUST be issued to Stertil- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to emmaleigh@stertil-koni.com AND orders@stertil-koni.com.
2. Purchase Orders must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email.
3. Purchase Orders must reference the quote number, item numbers, pricing, quantities, and applicable contract information shown on this quote.
4. Product availability and proposed delivery date will be confirmed after receipt of order.
5. Stertil-Koni is responsible for collecting sales tax in the following states: CA, FL, HI, MD, NY, VA, and WA. Customers outside of these states are responsible for any applicable sales or use tax.

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 18, 2026
SUBMITTED BY:	Garret Falconer, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Purchase Approval for two 2027 Ford F-550 Super Cab Mini Dump Trucks
SUGGESTED ACTION:	Staff recommends approving the purchase of two 2027 Ford F-550 Super Cab Mini Dump Trucks from Alan Jay Fleet Sales, for a total of $206,292.00.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The two new 2027 Ford F-550 Super Cab Mini Dump Trucks will replace two aged, end of lifecycle units, thereby modernizing the fleet and reducing maintenance costs. This is being procured as a one-time purchase under the Sourcewell Cooperative Contract #081325-NAF.

FINANCIAL IMPACT:

Funding has been allocated in account (00154100-564000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of two 2027 Ford F-550 Super Cab Mini Dump Trucks.

ATTACHMENTS:

Alan Jay Fleet Sales Quote

Contract Number:	2027 081325-NAF & 032824-NAF
Quote ID:	75562
Agency:	BRADENTON, CITY OF
Date:	11/2/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (2) 2027 FORD F-550 SUPER CAB CHASSIS 4WD DRW 192" WB XL 84" CA, please review carefully and contact us with any errors or changes.

MSRP:		$79,810.00
Base Price:		$59,719.00
Factory Options:		$14,570.00
Aftermarket Options:		$28,857.00
Vehicle Price:		$103,146.00
Purchase Total:	Qty (2)	$206,292.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / 863-273-1105 / Ashlee.Wilson@AlanJay.com

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 75562-2
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 863-273-1105 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

Sourcewell Formerly NJPA — Awarded Contract

ORIGINAL QUOTE DATE 10/2/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE 11/2/2026

REQUESTING AGENCY **BRADENTON, CITY OF**

CONTACT PERSON **Garret Falconer** EMAIL Garret.Falconer@bradentonfl.gov

PHONE **941-708-6382 Ext. 266** MOBILE **941-290-9283** FAX

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL X5H 660A — **MSRP** $79,810.00

2027 FORD F-550 SUPER CAB CHASSIS 4WD DRW 192" WB XL 84" CA

CUSTOMER ID STREET DEPT — **CONTRACT PRICE** $59,719.00

BED LENGTH	84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	$10,990.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
18B	OPTIONS Platform Running Boards	$440.00
43C	Pro Power Onboard - 400W	$220.00
52B	Trailer Brake Controller	$295.00
535	High Capacity Trailer Tow Package	$575.00
660A	Order Code 660A	$0.00
67A	350 Amp Dual Alternators	$0.00
68H	GVWR: 19,550 lb Payload Plus Upgrade Package	$1,150.00
86M	Dual 68 AH/65 AGM Battery	$0.00
872	Rear View Camera & Prep Kit	$510.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X4L	Limited Slip w/4.30 Axle Ratio	$390.00
	FACTORY OPTIONS	**$14,570.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
4KR	(2) Additional keys and remotes, cut and programmed.	$650.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
FS LB-4MP2-SD-AW	Ford Super Duty Federal Signal Allegiant MAX Lightbar Amber/White Package, Includes six-button controller, 1-Allegiant Light Bar, -4- Micropulse 6 Diode Light heads, 2 grille mount, 2 surface mounted to tailgate with white bezels	$3,880.00
WTF EXT	Weather Tech floor liner system for extended cab pick-up trucks.	$310.00
PTC DU1117	11' Rugby 17'' fixed side E/H dump body with ground control tarp including arm bars, 6'' cheater boards, and rear gate. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	$17,865.00
PTC-ETS	Electric Tarp System	$2,935.00
PTC BOX	(1) 18X18X48 INCH BLACK STEEL UNDERBODY TRUCK BOX WITH PADDLE LATCH	$1,602.00
PTC 7/4WIRE	7 way flat camper trailer wiring	$180.00
PTC CLV-SB	Class V trailer hitch for service bodies 20K rating with 2 1/2'' receiver.	$900.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$0.00
	CONTRACT OPTIONS	**$28,857.00**

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

TRADE IN **TOTAL COST** **$103,146.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **2** **$206,292.00**

Estimated Annual payments for 60 months paid in advance: $23,715.40 **Extended: $47,430.79**
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** **GOVERNMENT ACCOUNT MANAGER** Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA — MSRP:$62,405.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X5H	[Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA	$62,405.00
	OPTIONS	
18B	Platform Running Boards	$445.00
43C	Pro Power Onboard - 400W	$225.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
52B	Trailer Brake Controller	$300.00
535	High Capacity Trailer Tow Package	$580.00

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Data Version: 29792. Data Updated: Oct 1, 2026 6:58:00 PM UTC.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA (Complete)

660A	Order Code 660A		$0.00
67A	350 Amp Dual Alternators		$0.00
68H	GVWR: 19,550 lb Payload Plus Upgrade Package		$1,155.00
86M	Dual 68 AH/65 AGM Battery	Inc.	
872	Rear View Camera & Prep Kit		$515.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20		$10,995.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat		$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P		$0.00
X4L	Limited Slip w/4.30 Axle Ratio		$395.00
Z1	Oxford White		$0.00
	SUBTOTAL		**$77,015.00**
	Adjustments Total		$0.00
	Destination Charge		$2,795.00
	TOTAL PRICE		**$79,810.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA (Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Driver Selectable Mode and Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	190 Amp Alternator
	190 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	10530# Maximum Payload
	GVWR: 18,000 lbs Payload Package
	HD Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
	Upfitter Switches

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Vehicle: [Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA (Complete)

Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Reverse Opening Rear Doors
	Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
	Fixed Antenna
	6 Speakers
	SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
	Wireless Phone Connectivity
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

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Vehicle: [Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA (Complete)

Interior	
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Ford Security Package Tracker System
	Smart Device Integration
	Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
	Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

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Vehicle: [Fleet] 2027 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA (Complete)

Interior	
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Front Center Armrest w/Storage
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos Capability
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Safety Canopy System Curtain 1st And 2nd Row Airbags

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WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	6500 lbs
Rear Gross Axle Weight Rating:	14706 lbs
Gross Vehicle Weight Rating:	19550.00 lbs

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Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44G
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.62
Second Gear Ratio (:1)	2.92	Third Gear Ratio (:1)	2.13
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.70
Clutch Size	N/A	Trans Power Take Off	Yes
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	Yes	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	99T	Engine Type	Intercooled Turbo Diesel V-8
Displacement	6.7 L/406	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	330 @ 2200	SAE Net Torque @ RPM	950 @ 1800
Engine Oil Cooler	No		

Electrical

Cold Cranking Amps @ 0° F (Primary)	750	Cold Cranking Amps @ 0° F (2nd)	750
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	190 & 160

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Powertrain

Cooling System

Total Cooling System Capacity	N/A

Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	7443 lbs	Gross Axle Wt Rating - Front	6500 lbs
Gross Axle Wt Rating - Rear	14706 lbs	Curb Weight - Front	4269 lbs
Curb Weight - Rear	3125 lbs	Option Weight - Front	600.00 lbs
Option Weight - Rear	187.00 lbs	Reserve Axle Capacity - Front	1631.00 lbs
Reserve Axle Capacity - Rear	11394.00 lbs	As Spec'd Curb Weight	8181.00 lbs
As Spec'd Payload	11369.00 lbs	Maximum Payload Capacity	12156.00 lbs
Gross Combined Wt Rating	43000 lbs	Gross Axle Weight Rating	21206.00 lbs
Curb Weight	7394.00 lbs	Reserve Axle Capacity	13025.00 lbs
Total Option Weight	787.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	19550.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	18500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1850 lbs
Fifth Wheel Hitch - Max Trailer Wt.	33200 lbs	Fifth Wheel Hitch - Max Tongue Wt.	8300 lbs
Maximum Trailering Capacity	18500 lbs		

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Chassis

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	6500 lbs	Spring Capacity - Rear	14706 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	7000 lbs	Axle Capacity - Rear	14706 lbs
Axle Ratio (:1) - Front	4.30	Axle Ratio (:1) - Rear	4.30
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TGJ	Rear Tire Order Code	TGJ
Spare Tire Order Code	N/A	Front Tire Size	LT225/70SR19.5
Rear Tire Size	LT225/70SR19.5	Spare Tire Size	N/A
Front Tire Capacity	7500 lbs	Rear Tire Capacity	15000 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	647
Revolutions/Mile @ 45 mph - Rear	647	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	19.5 X 6 in	Rear Wheel Size	19.5 X 6 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	54.2 ft	Turning Diameter - Wall to Wall	N/A

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Chassis

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.4 in
Rear Brake Rotor Diam x Thickness	15.8 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.3 in
Second Leg Room	33.5 in	Second Shoulder Room	65.8 in
Second Hip Room	64.7 in		

Exterior Dimensions

Wheelbase	192 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	277.4 in
Width, Max w/o mirrors	80 in	Height, Overall	82.5 in
Overhang, Front	38.3 in	Overhang, Rear w/o bumper	47.2 in
Front Bumper to Back of Cab	N/A	Cab to Axle	84 in
Cab to End of Frame	131.2 in	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	34.2 in
Ground Clearance, Front	8.6 in	Ground Clearance, Rear	8.6 in
Body Length	0.00 ft	Cab to Body	N/A

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Dimensions

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 18, 2026
SUBMITTED BY:	Garret Falconer, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Purchase Approval for two 2028 Peterbilt 520 Labrie ASL Trucks
SUGGESTED ACTION:	Staff recommends approving the purchase of two 2028 Peterbilt 520 Labrie Automated Side Loader (ASL) trucks for the City's solid waste fleet, from Rush Truck Centers at a total cost of $851,365.00

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The two 2028 Peterbilt 520 Labrie ASL trucks modernize the City's solid waste fleet by improving worker safety through reduced roadside exposure, lowering staffing requirements via automated single-operator collection, and increasing overall route efficiency and reliability while cutting long-term maintenance costs.

FINANCIAL IMPACT:
Funding for this purchase is allocated in account (46053400-564000) for a total cost of $851,365.00.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of two 2028 Peterbilt 520 Labrie ASL trucks.

ATTACHMENTS:

Rush Truck Centers Proposal

Rush Truck Center, Tampa
8111 East Adamo Dr.
Tampa, FL 33619
800-575-7383

Customer Proposal Letter

City of Bradenton
1300 6th Street West
Bradenton, FL 34208

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2028 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: FSA25-VEH23.0 Peterbilt 520 Item #92 All Fees Included
2028 Peterbilt 520 RH Drive LABRIE SIDELOADER 66K GVW

Quantity	2	Total
Truck Price per Unit	$ 420,545.00	$ 841,090.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 420,545.00	$ 841,090.00
Optional Extended Warranty(ies)	$ 5,123.00	$ 10,246.00
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Battery Disposal Fee	$ 4.50	$ 9.00
Tire Recycling Program	$ 10.00	$ 20.00
Total Sales Price	$ 425,682.50	$ 851,365.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 425,682.50	$ 851,365.00

Sales Representative — Paul Canadine (Signature) — Paul Canadine (Printed Name) — Date

Purchaser — Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager — Paul Canadine (Signature) — Printed Name — Date

Quote good until 12/9/2026

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

www.rushtruckcenters.com

Rush Truck Center – Tampa | 8111 East Adamo Drive, Highway 60 | Tampa, Florida 33619 | 813-664-1441 Direct | 813-626-5024 Fax

FSA25-VEH23.0 Peterbilt 520 Item #92 All Fees Included

2028 Peterbilt 520 LABRIE ASL 66K GVW

Option Code	Description	Base Price 520 $ 220,500.00
6501090	LCF PROBILT CAB RH DRIVE	$ 1,290.00
620160	FEPTO PROVISION 4-7/8IN BUMPER EXTENSION	$ 1,755.00
Warranty	Engine 5 Year / 150,000 miles	$ 2,630.00
Warranty	Aftertreatment 5 Year / 150,000 miles	$ 1,310.00
Warranty	Allison 5 Year	$ 1,183.00
BODY - EPG	LABRIE AUTOMATED SIDE LOADER	$ 197,000.00
State	Tire Recycling Fee	$ 10.00
State	Battery Recycling	$ 4.50
	Total	**$ 425,682.50**

Rush Peterbilt Truck Ctr. (P476)
8111 E. Adamo Drive
Tampa,, Florida 33619

City Of Bradenton
1300 6Th Street West
Bradenton, Florida 34208
United States of America

PAUL CANADINE
Cell Phone: 813-716-5128
Office Phone: 813-664-1441
Email: canadinep@rushenterprises.com

JAMES MORA

Vehicle Summary

Unit	
Model:	Model 520
Type:	Full Truck
Description 1:	520 PX 9 ASL
Description 2:	LABRIE FINAL RH DRIVE 10.15.26

Application	
Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body	
Type:	Automated Side Loader / Push-Out
Length (ft):	30
Height (ft):	8.33
Max Laden Weight (lbs):	18500

Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	66000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	219
Overhang (in):	58
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	218.9
Cab to EOF (in):	276.9
Overall Comb. Length (in):	334.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	**16,517**
0091180	S	**Refuse, Scrap, Recycling**	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	**0**
0095220	O	**Automated Side Loader / Push-Out**	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	**0**
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	**0**
Frame & Equipment			
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	**185**
0601500	O	**Full Steel Inner Liner**	**674**
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	**4**
0620160	O	**FEPTO Provision 4-7/8in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	**45**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	**40**
Front Axle & Equipment			

Sales Code	Std/ Opt	Description	Weight
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	**0**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	**0**
1353580	S	**Conmet Rotors Steer**	**0**
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	**0**
1354870	O	**Severe Service Disc Brake Rotor - Steer Axle**	**0**
1380400	O	**Meritor Refuse Air Disc Front Brakes**	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	**0**
Rear Axle & Equipment			
1526120	O	**Meritor RT46-160 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	**113**
1616305	S	**PHP10 Iron Preset + Hubs - Air Disc**	**0**
1616310	O	**Severe Service Disc Brake Rotor - Drive**	**0**
1616355	S	**Conmet Rotors Drive**	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	**60**
1680500	S	**SBM Valve**	**0**

Sales Code	Std/ Opt	Description	Weight
		Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	
1680525	O	**Pneumatic Park Brake**	**5**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	**0**
1687100	O	**Meritor Refuse Air Disc Rear Brakes** Tandem Drive Axle (EX+H)	**0**
1706140	O	**Ratio 6.14 Rear Axle**	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	**-84**
1921475	O	**Shock Absorbers For HMX EX Suspension**	**31**
1921695	O	**17.5 in Saddle Height HMX EX 400/460**	**0**

Engine & Equipment

2074809	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1200** Performance (2024 Emissions) N21350 C121 57....Maximum Accelerator Pedal Ve N21370 C128 57....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 100...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209)	**0**

Sales Code	Std/ Opt	Description	Weight
		N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091120	S	**EMUX Electronics Architecture**	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	**0**
2091372		**Eff EIST NA Expiration Miles**	**0**
2091640		**Effective VSL Setting NA**	**0**
2092009	O	**Typical Operating Speed 58 MPH**	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	**0**
2140400	O	**Reinforced Belly Pan**	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	**0**
2140670	O	**EPA Emission Compliant Engine**	**0**
2140700	S	**EPA Engine Idling Compliance**	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	**0**
2539980	O	**Kissling Battery Disconnect SW 300AMP** Single Tab; Mounted On Battery Box	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, and L9N. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	**0**
2921110	S	**PACCAR Fuel/Water Separator Standard Service**	**0**

Sales Code	Std/ Opt	Description	Weight
		PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	
2921210	S	**No Fluid Heat Option for Fuel Filter**	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	**0**
3120320	O	**Bugscreen**	**5**
3120450	S	**Stainless Steel Grille**	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	**0**
3381860	O	**Exhaust 90 Degree Diffuser**	**0**
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	**-5**
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	**1**
4250470	U	**Allison RDS, Pkg 225**	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	**0**
4256020	S	**Console Mounted Push Button Shifter**	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS**	**0**

Sales Code	Std/ Opt	Description	Weight
		Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	**0**
Air & Trailer Equipment			
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	**0**
4540420	S	**Nylon Chassis Hose**	**0**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	**0**
Tires & Wheels			
5004040	S	**FF: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**0**
5104040	O	**RR: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**344**
5190008	S	**Code-rear Tire Qty 08**	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	**-94**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	**-216**
5390008	S	**Code-rear Rim Qty 08**	**0**
Fuel Tanks			

Sales Code	Std/ Opt	Description	Weight
5556130	O	**26" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	**13**
5604080	O	**Location LH BOC 80 Gallon**	**0**
5650490	S	**Fuel Cooler** Required with single fuel tank	**0**
5651390	O	**Top Of Fuel Tank 5" Below Top Of Frame**	**33**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	**0**
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	**0**
Battery Box & Bumper			
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	**1**
6122810	O	**Steel Bumper Swept Back Painted** Requires bumper extension, includes two front tow eyes with pins	**2**
6132400	O	**Notched Top Flange Of Bumper** Does not include fepto provisions	**0**
Cab & Equipment			
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	**0**
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	**0**

Sales Code	Std/ Opt	Description	Weight
6541479		**KEY G479**	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	**0**
6921720	S	**Peterbilt Passenger Seat**	**0**
6931120	O	**Seat Belt Color Orange IPO Standard** Black	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	**3**
6939400	O	**Air Ride Driver**	**43**
6939430	O	**Mid Back Driver**	**0**
6939470	S	**Vinyl Driver**	**0**
6939500	O	**Air Ride Passenger**	**43**
6939520	O	**High Back Passenger**	**0**
6939570	S	**Vinyl Passenger**	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	**0**
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	**13**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	**0**
7230350	S	**2-Piece Flat Windshield**	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	**-7**
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field	**4**

Sales Code	Std/ Opt	Description	Weight
		of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	**6**
7728020	O	**Bluetooth Located On Driver Side**	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	**0**
7728050	O	**USB Port**	**0**
7788335	S	**Global Telematics Hardware**	**0**
7851330	O	**Cab Tilt Pump Air Assist**	**0**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	**12**
7901130	O	**Backup Alarm (107 DB)**	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	**0**
8021810	O	**Brake Application Air Pressure (Tractor)** Located in Digital Cluster Display.	**0**
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	**0**
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	**0**
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	**0**
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	**0**

Sales Code	Std/ Opt	Description	Weight
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	**0**
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	**0**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	**0**
8134160	O	**Self-Canceling Turn Signal**	**2**
Paint			
8500700	O	**Non-Performing Paint Color Selection** Cab/Hood/Sleeper-No Warranty ***Narr*** *1021406EY*	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L9999EY NON PERFORMING PAINT N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L9999EY NON PERFORMING PAINT N85200 FRAME L0001EA BLACK	**0**
8531320	O	**Axalta Two Stage Effect - Metallic/Pearl** Cab/Hood & Sleeper Only	**0**
Shipping Destination			
Options Not Subject To Discount			
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	**0**
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	**0**
9400598	O	**No Warranty-Non-Performing Cab/Hood/Sleeper** ***Narr*** *1021406EY*	**0**
9407147	O	**Fuel Price Index Factor $571 NET**	**0**
9408089	O	**EPA Nonconformance Fee** EPA24 (MX-11, PX-9, PX-7)	**0**
9408425	O	**PACCAR Connect - 5YR SUB** All Powertrains	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	**0**

Sales Code	Std/ Opt	Description	Weight
Miscellaneous			
9409059	O	**State Of Registry: Florida**	**0**
9409640	O	**Model Year 2027 Engine**	**0**
9409749	O	**2024 Series Emissions Engine**	**0**

Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total Weight (lbs) 18,273

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Requested Schedule Dates

Date	Quantity
1/13/2027	2

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY:

Prepared for:

Rush Truck Center



Labrie Automizer Right Hand

Pat Sullins | 863-232-9671| Psullins@myepg.com

ENVIRONMENTAL PRODUCTS GROUP

The Automizer Right-Hand side Loader

End User: Bradenton, FL (city of) SWD

10-14-26

Labrie Side Loaders

Environmental Products would like to thank you for the opportunity to present the **Labrie Automizer Right-Hand Side Loader.**
Environmental Products Group is the sole provider of Labrie Equipment in the state of Florida, as well as many other leading industry product lines including: Vactor sewer Cleaners, Elgin Street Sweepers, TRUVAC Hydro Excavation Equipment, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.
Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, Tennessee. Including Vactor, Elgin, TRUVAC, and Envirosight repair centers, Extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.
EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

Product Description

- The Automizer™ Right-Hand side loader features a strong, light-weight body with a reliable loading arm that can reach farther than any other automated side loader.

  Parked cars and other obstacles are no longer an obstacle with an arm that can reach 12-feet and lift up to 1,000 pounds fully extended.
  Thanks to carefully engineered hydraulics, this arm maneuvers both smoothly and with exacting precision.

Standard Features

- Crusher Panel
- Heavy Duty Arm & Gripperr "32 to 95 gal."
- Arm out alarm at 4 mph
- Spill shield: installed behind gripper
- Auxiliary arm controls in-cab: RH-side- (Mini-joystick style)
- Grabber counting device: counts number of carts dumped
- Automatic pump shut off at 50 km/h- 32 mph

Lighting Features

- Additional Lights on tg. : 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
- Backup Lights on Tailgate – LED (2)
- Work Light Package – LED (2)
- Hopper Streetside (1)
- Curbside Post (3)

Camera Options

- Quadruple EnviroLink Cameras (4)
- Tailgate center 2/3 (1)
- Hopper Streetside (4) – Pointing Curbside
- Post Curbside (5) – Pointing Curbside
- Tailgate Streetside – Pointing Streetside Alley
- EnviroLink 7" Color Monitor
- On Ceiling, Centered, Near the Windshield

ENVIRONMENTAL PRODUCTS GROUP

Body Options

- Clean out tools (broom- hoe & shovel kit including brackets; installed at front-of-body)
- Body floor liner full length Hardox 450 steel
- Hopper Side Wall liners: Hardox 450
- Hopper floor liner: Hardox 450
- Anit-sail bars on rear mudflaps
- Central grease point for follow panel rollers
- Central grease point for packer shoes and rails
- Ground level grease points: for tailgate & hopper door hinges
- Retainer teeth under breaker bar – Hardox 450
- ANSI Z245.1-2012 compliant
- Tapered body
- Paint: Blue

Body Price: $197,000.00 x 2 = $394,000 Total

Price does not include F.E.T., FL Sales Tax, and/or Contracting Fees

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature: Paul Canadine _____ **Date**: _____

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 18, 2026
SUBMITTED BY:	Garret Falconer, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Purchase Approval of one 2026 Isuzu NRR-RL Truck
SUGGESTED ACTION:	Staff recommends approving the purchase of one 2026 Isuzu NRR-RL Truck from RDK Truck Sales, for a total cost of $158,400.00.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The new 2026 Isuzu NRR-RL Truck modernizes the City's fleet by replacing an aging, end-of-life vehicle, which will reduce ongoing maintenance costs, minimize operational downtime, and ensure reliable municipal operations. This is being procured as a one-time purchase under the NPPGov Cooperative Contract #PS24140.

FINANCIAL IMPACT:
The funding for this purchase has been allocated in account (46053400-564000) for a total cost of $158,400.00.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of one 2026 Isuzu NRR-RL Truck.

ATTACHMENTS:
RDK Truck Sales Quote

RDK ASSETS INC
3214 Adamo Drive
Tampa, FL 33605
P: (813) 241-0711
F: (813) 241-0414

BILL TO
CITY OF BRADENTON - FLEET SERVICES
705 13TH AVE WEST
BRADENTON, FL 34205
P: (941) 708-6381

DELIVER TO
CITY OF BRADENTON - FLEET SERVICES
705 13TH AVE WEST
BRADENTON, FL 34205
P: (941) 708-6381

SALES QUOTE: M101004472

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
11/4/2026	QUOTE	12/4/2026		Rane	

NPPGov Contract Number:
PS24140
PacMac

110206	RL8	RL82025090320	2026 - ISUZU - NRR - RL	JALE5W160T7P00625	PRICE
	NPPGov - RL8 - PACMAC				63,574.00
	DUAL AMBER OVAL STROBES - FRONT				378.00
	ADITONAL STROBE PACKAGE				994.00
	LED HOPPER WORK LIGHTS				644.00
	7" REAR VIEW CAMERA				2,678.00
	STANDARD + CASCADE TIPPER (1)				7,330.00
	HYPER HOPPER EXTENDED SILL				989.00
	Non-NPPGov Chassis Option - 2026 ISUZU NRR				73,313.00
	ISUZU 4HK-TC				0.00
	AISIN A4651D				0.00
	215 HP				0.00
	Customer is responsible for State Taxes, Title & Registration Fees				0.00
	Paint Cab and Body Blue - Code 10211406 EY Imron Elite				8,500.00
				Total Price:	158,400.00

Total Due	=	**$158,400.00**

x _____
Buyer Signature

_____
Date

x _____
Seller Signature

11-9-2026
Date

RDK TRUCK SALES

SALES QUOTE: M101004472

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay RDK Assets INC, dba RDK Truck Sales all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although RDK Assets INC, dba RDK Truck Sales has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against RDK Assets INC, dba RDK Truck Sales. Customer shall be responsible to pay RDK Assets INC, dba RDK Truck Sales for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lienholder, regardless of whether the lienholder has quoted the wrong amount to RDK Assets INC, dba RDK Truck Sales, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to RDK Assets INC, dba RDK Truck Sales all lienholders on the vehicle. In the event RDK Assets INC, dba RDK Truck Sales incurs any additional costs after sale of the vehicle, such as sales tax, federal excise tax, license, tag, title and transfer fees, Customer shall promptly reimburse RDK Assets INC, dba RDK Truck Sales for such costs upon demand. Unpaid or past due balances will be assessed an interest charge equal to the lessor of (1) one and one half percent (1 1/2 %) per month or (ii) the maximum rate permitted by law.

2. Deposit. Should RDK Assets INC, dba RDK Truck Sales fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against RDK Assets INC, dba RDK Truck Sales shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agree- ment, RDK Assets INC, dba RDK Truck Sales may elect to retain the deposit, and sue for any actual damages incurred by RDK Assets INC, dba RDK Truck Sales for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. except as otherwise specified in the Warranty section on page one of this Agreement, and as evidenced by a Warranty Certificate signed by an authorized repre- sentative of RDK Assets INC, dba RDK Truck Sales, all used vehicles are sold **"AS IS, WITHOUT WARRANTY", either express or implied. RDK ASSETS INC, dba RDK TRUCK SALES SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE WARRANTY CERTIFICATE.** No other person is authorized to make any representations or warranties on behalf of RDK Assets INC, dba RDK Truck Sales, unless made or assumed in writing by RDK Assets INC, dba RDK Truck Sales.

4. Limitation of Liability. Customer shall fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against RDK Assets INC, dba RDK Truck Sales for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless RDK Assets INC, dba RDK Truck Sales receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless RDK Assets INC, dba RDK Truck Sales receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless RDK Assets INC, dba RDK Truck Sales and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of RDK Assets INC, dba RDK Truck Sales, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or neg- ligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse RDK Assets INC, dba RDK Truck Sales for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. RDK Assets INC, dba RDK Truck Sales is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Trade-in. The trade-in allowance set forth on page one of this agreement is based upon an estimate by RDK Assets INC, dba RDK Truck Sales of the trade-in described herein in its present mechanical condition and with the equipment and attachments as represented by the Customer. Such trade-in shall be subject to reappraisal by RDK Assets INC, dba RDK Truck Sales at the time of delivery of the vehicle. Customer shall deliver the trade-in empty of trash, in the same condition as at the time of the original appraisal, and shall be liable to RDK Assets INC, dba RDK Truck Sales for any decrease in the trade-in allowance due to changes in mechanical condition, equipment or attachments, and for costs of clean- up and disposal of trash or debris inside the vehicle. Customer represents that any such trade-in vehicle is customer's property and is not subject to any liens or encumbrances except as disclosed by customer to RDK Assets INC, dba RDK Truck Sales

7. Entire Agreement. This Agreement contains the final, complete, and exclusive expression of the understanding between the parties with respect to the purchase and sale of the vehicle, and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. Customer is not relying on any statement or representation by RDK Assets INC, dba RDK Truck Sales that is not set forth in this Agreement or another written document that is signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales

8. Governing Law; Venue; Waiver of Right to Jury Trial. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding laws of Florida relating to the resolution of conflict of laws of different jurisdictions. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Courts' personal jurisdiction over them, or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal juris- diction. each party herby waives any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision. **Customer herby knowingly, voluntarily and intentionally waives any right Customer may have to a trail by jury of any claim, demand, action, counterclaim, whether in contract or in tort, in any way related to the purchase and sale of the vehicle hereunder.**

9. No Waiver. RDK Assets INC, dba RDK Truck Sales shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by RDK Assets INC, dba RDK Truck Sales in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiv- er thereafter. All rights and remedies of a party hereunder are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

10. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agree- ment shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that RDK Assets INC, dba RDK Truck Sales is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

CUSTOMER:
CITY OF BRADENTON - FLEET SERVICES

Signature

Print Name

Title

APPROVED:
RDK Assets INC dba RDK Truck Sales

Signature

Print Name – RANEY ROBINSON

Title – MUNICIPAL SALES MGR

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Jonathan Styles, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-27-002JS with Core and Main, LP

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Core and Main, LP agrees to enter into an agreement with the City of Bradenton, Florida, to provide water collection services and control products for community infrastructure to the City and its participating entities. This Agreement is in accordance with the specifications per the contract dated October 2, 2025, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of water collection services and control products for community infrastructure; a copy of which is attached and incorporated as Exhibit "A", with a base contract period dated from the authorized signing of this document by Mayor Gene Brown, through October 2, 2029, with the option of three additional one-year terms upon written approval of both parties.

FINANCIAL IMPACT:
Funded by 40253310 (Water Distribution Division) 552500 (Other Operating Supplies).

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

SUGGESTED MOTION:

Motion to approve Agreement PB-27-002JS with Core and Main, LP.

ATTACHMENTS:
Agreement PB-27-002JS with Core and Main, LP

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-27-002JS BETWEEN THE CITY OF BRADENTON AND CORE AND MAIN, LP

Core and Main, LP ("Supplier"), agrees to enter into an agreement with the City of Bradenton, Florida (the "City"), to provide water collection services and control products for community infrastructure to the City and its participating entities (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated October 2, 2025, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of water collection services and control products for community infrastructure (the "Contract"); a copy of which is attached hereto and incorporated herein as Exhibit "A", subject to the following modifications:

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

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

3. **Term.** Article 1, Section 5 of the Contract shall be amended to as follows:

   This Agreement is effective upon the date of the final signature below. This initial term of the Agreement expires at 11:59 P.M. Central Time on October 2, 2029 (the "Initial Term"), unless it is cancelled or extended as defined in this Agreement.

   (a) **Extensions.** The City and Supplier may agree to up to three (3) additional one-year extensions beyond the Initial Term.
   (b) **Exceptional Circumstances**. The City Sourcewell retains the right to consider additional extensions as required under exceptional circumstances

4. **Audit**. Article 2, Section 11 of the Contract shall be deleted in its entirety and replaced with the following:

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

5. **Indemnification.** Article 2, Section 17 of the Contract shall be deleted in its entirety and replaced with the following:

Supplier (including its agents and employees) hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever to the extent caused by (i) Supplier's, non-performance, or material breach of any provision of this Agreement or of Supplier's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Supplier in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Supplier; and this indemnity shall include injury or death to person(s) or property alleged to have been caused by some defect, design, condition, or performance of Included Solutions under this Agreement.

Notwithstanding any other provisions contained in this Agreement to the contrary, any indemnity provided by the City shall be subject to the monetary limitations set forth in §768.28, Fla. Stat. Nothing in this Agreement is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under §768.28, Fla. Stat.

6. **Data Practices.** Article 2, Section 18 of the Contract shall be deleted in its entirety and replaced with the following:

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

7. **Governing Law, Jurisdiction, and Venue.** Article 2, Section 20 of the Contract shall be deleted in its entirety and replaced with the following:

The substantive and procedural laws of the State of Florida will govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the

appropriate state court in Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida.

8. **Insurance.** Article 2, Section 22(a) of the Contract shall be amended to add the following:

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

(Bodily Injury-Each Accident): $100,00.00
(Disease-Policy Limit): $500,000.00
(Disease-Each Employee): $100,000.00

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

(Each Occurrence Bodily Injury and
Property Damage Liability Combined): $300,000.00
Annual Aggregate (if applicable): $1,000,000.00

9. **Insurance.** Article 2, Section 22 of the Contract shall be amended to add the following:

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

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

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

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

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law; Supplier shall ensure public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Supplier does not transfer the records to the City;

C. Supplier shall upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Supplier or keep and maintain public records required by the City to perform the service. If Supplier transfers all public records to the City upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon completion of the Agreement, Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

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

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

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

11. **Dispute Resolution.** A new provision, Dispute Resolution, shall be added to the Agreement as follows:

In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

To the extent Chapter 558, Fla. Stat.. is applicable, the parties expressly opt out of the requirements of Chapter 558, Fla. Stat., within the meaning of §558.005(1), Fla. Stat.

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

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Supplier hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Supplier further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Supplier hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Supplier has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

David Bryant, District Manager — November 6, 2026
Core and Main, LP — Date

Gene Brown, Mayor — Date
City of Bradenton

Nicholas Toth — 11/6/2026
Nicholas Toth, Purchasing Manager — Date
City of Bradenton

5808518v1

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

MASTER AGREEMENT # 040825
CATEGORY: Water Collection and Control Products for Community Infrastructure
SUPPLIER: Core and Main, LP

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Core and Main, LP, 1830 Craig Park Court, St. Louis, MO 63146 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 2, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 040825 to Participating Entities. In Scope solutions include:

   1. **Category 1A:** For **United States *only*** contract use. **All** Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure, such as:
      a. Culverts;
      b. Manholes and covers;
      c. Piping and valves; and,
      d. Equipment, technologies, and services directly related to turnkey solutions a.-c. above.

   2. **Category 1B**. For ***both*** **United States and Canada** contract use. **All** Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure, such as:
      a. Aerators and storage tanks; and,
      b. Equipment, technologies, and services directly related to turnkey solutions in a. above.

   Category 1 responders **MAY** include **Category 2** temporary dams, water barriers and related solutions for both United States and Canada contract use in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship to the extent of and subjet to the limitations in the applicable manufacturer's warranty. Supplier shall pass trhough all manufacturers' warranties to the Participating Entity. As a distributor, Supplier disclaims all other warranties, including implied warranties of merchantability and fitness for purpose.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions, which shall apply to the extend disclosed to and agreed by Supplier prior to execution of any agreement between Supplier and Participating Entity. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or wrongful act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection,

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

Sourcewell	Core and Main, LP
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Josh Ordway A824358F379E4B8...
By: _____	By: _____
Jeremy Schwartz	Josh Ordway
Title: Chief Procurement Officer	Title: Senior Sales Manager
Date: 10/2/2025 | 7:14 PM CDT	Date: 10/2/2025 | 3:08 PM CDT

EXHIBIT A

RFP 040825 - Water Collection and Control Products for Community Infrastructure

Vendor Details

Company Name:	Core and Main, LP
Does your company conduct business under any other name? If yes, please state:	No
Address:	1830 Craig Park Court St. Louis, MO 63146
Contact:	Josh Ordway
Email:	joshua.ordway@coreandmain.com
Phone:	315-720-0671
HST#:	03-0550887

Submission Details

Created On:	Thursday February 20, 2025 16:19:52
Submitted On:	Tuesday April 08, 2025 12:02:59
Submitted By:	Morgan Basinger
Email:	morgan.basinger@coreandmain.com
Transaction #:	3a217fda-a2f9-4d7b-86c1-113e1a5fdf67
Submitter's IP Address:	147.243.183.48

EXHIBIT A

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Core & Main, LP	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	In the event of an award, Core & Main will execute the master agreement with Sourcewell and serve as the responsible supplier in the United States. Core & Main's sales representatives function as an extension of our waterworks and metering solutions team. They cover designated territories and accounts, providing expertise and support while facilitating the sale of Core & Main's infrastructure solutions, metering products, and related services. For financed solutions, Core & Main may assist participating entities in accessing financing options through our network of financial partners or affiliates, based on their needs.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 4NHU9 Unique Entity ID: SAM.GOV – YXNPHTHLB8R6	*
5	Provide your NAICS code applicable to Solutions proposed.	423720 – PLUMBING AND HEATING EQUIPMENT AND SUPPLIES (HYDRONICS) MERCHANT WHOLESALERS* (Primary) 332996 – FABRICATED PIPE AND PIPE FITTING MANUFACTURING 423390 – OTHER CONSTRUCTION MATERIAL MERCHANT WHOLESALERS	
6	Proposer Physical Address:	1830 Craig Park Court (This is also our corporate headquarters) St. Louis, MO 63146	*
7	Proposer website address (or addresses):	www.Coreandmain.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Authorized Representative: Josh Ordway Title: Senior Sales Manager Address: 2748 Hiltonwood Rd, Baldwinsville, NY 13027 Email: Joshua.ordway@coreandmain.com Phone: 315-720-0671	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name:Josh Ordway Title: Sr. Sales Manager – Metering Northeast Address: 2748 Hiltonwood Rd., Baldwinsville, NY 13027 Email Addresss: Joshua.ordway@coreandmain.com Mobile: 315-720-0671 Name:Josh Ordway Title: Sr. Sales Manager – Metering Northeast Address: 2748 Hiltonwood Rd., Baldwinsville, NY 13027 Email Address: Joshua.ordway@coreandmain.com Mobile: 315-720-0671	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

EXHIBIT A

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Core & Main LP "Core & Main" was built on the foundation of over 80 legacy companies, including HD Supply Waterworks Ltd. (2006-2017) and Hughes Supply Water & Sewer, Ltd. (est. 2004) and branded as Core & Main in 2017. The company holds a leading market position in the United States for water, sewer, storm drain, and fire protection products. These products are integral to building, repairing, and maintaining water and wastewater systems, serving as part of the basic municipal infrastructure required to support population and economic growth, including and commercial construction. Core & Main has over 5,500 employees across 48 states and more than 350 locations. Core Values: - Team members are considered family. - Honesty and integrity guide the company's actions. - Everyone in the organization contributes to sales. - Industry, technical, and local expertise are valued. - The company is action-oriented and accountable. - The focus is on growth. Business Philosophy: Core & Main is committed to providing local expertise, service, and products nationwide to build innovative solutions for water, wastewater, energy, and fire protection. The company invests in the development and well-being of its people, emphasizing strong relationships for strong communities. Industry Longevity: Core & Main, through its legacy companies, has been part of the waterworks distribution industry for several decades, providing solutions that meet the evolving needs of municipalities and utilities across the United States. The company continues to drive innovation in metering and infrastructure solutions.	*
12	What are your company's expectations in the event of an award?	In the event of an award, Core & Main anticipates expanding this contract year over year throughout its term. The details and parameters of the contract will be communicated across our extensive network of over 350 branches throughout the United States. Core & Main will provide comprehensive training to our U.S.-based field sales teams, equipping them with the knowledge and tools to effectively incorporate this Sourcewell contract into their sales processes. If an existing customer in either the U.S. is not already a Sourcewell member, we will proactively work with them to highlight the advantages of membership, ensuring they fully understand the benefits and opportunities available. Additionally, we will encourage all branch sales team members to participate in Sourcewell-led training sessions, allowing them to gain direct insights from Sourcewell experts on how to position the strength of this contract effectively. Our approach will also include the development of printed materials, digital resources, email campaigns, and an active presence at local and regional trade shows in collaboration with Sourcewell to maximize awareness and engagement. With a strong foundation in infrastructure solutions, Core & Main continues to experience growth across our product and service lines. We will leverage Sourcewell's expertise and our nationwide presence to further expand our reach, strengthen our utility solutions offerings, and provide long-term value to customers across the United States.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Core & Main, Inc. is a publicly traded company that indirectly owns Core & Main LP, the operating company. C&M, Inc. does report on the financials and operations of C&M LP in its annual reports and other SEC filings.	*

14	What is your US market share for the Solutions that you are proposing?	Estimated at 1% market share for waterworks Core & Main is a leading distributor in the waterworks industry, offering products and services essential for water, wastewater, storm drainage, and fire protection infrastructure. As of fiscal year 2024, the company reported net sales of approximately $7.44B, reflecting its significant presence in the market. The waterworks distribution market is notably fragmented, presenting opportunities for consolidation and market share expansion. Core & Main's strategic focus on mergers and acquisitions has positioned it to capitalize on these opportunities, enhancing its market share through targeted growth initiatives. In the metering solutions sector, Core & Main has demonstrated robust growth. For instance, in the second quarter of fiscal 2024, the company's meter initiative achieved a 48% growth, outpacing general market trends. This growth underscores Core & Main's commitment to advancing smart metering technologies and expanding its footprint in this segment. Overall, Core & Main's strategic initiatives and performance metrics highlight its leadership and growing influence in both the waterworks distribution and metering solutions markets.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Unknown.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Core & Main has never sought bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Core & Main LP is best described as a leading distributor of water, sewer, storm drain, and fire protection products. Core & Main operates as a leading specialized distributor of water, wastewater, storm drainage, and fire protection products, collaborating closely with various manufacturers to deliver these essential products and services. Specific details of written authorization agreements between Core & Main and its manufacturers cannot be publicly disclosed, however, the company's extensive operations and numerous acquisitions prove established and authorized distribution relationships	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	When selecting a company to provide waterworks and metering solutions for your members, you want a proven industry leader—one that is responsible, experienced, and staffed with knowledgeable professionals who can help you make the best decisions for your infrastructure needs. Core & Main is a trusted partner in the industry, with a nationwide network of experts who maintain all necessary licenses and certifications across all jurisdictions in the United States. Core & Main is legally qualified and holds the appropriate licenses and registrations to conduct business in all 50 U.S. states. Additionally, we have an extensive network of licensed and registered subcontractors who consistently partner with us to ensure seamless project execution, timely delivery, and the highest quality standards. With Core & Main, Sourcewell members benefit from the dedication of a local team of professionals combined with the regional and national experience of an industry leader in waterworks, metering, and infrastructure solutions. All projects and products supplied by Core & Main and its vendors will be designed and implemented in accordance with all relevant codes, standards, and industry best practices, including national, state, and local regulations. Core and Main and its vendors adhere to standards set forth by recognized authorities such as the American Water Works Association (AWWA), the National Fire Protection Association (NFPA), and other governing bodies to ensure compliance and operational efficiency. Our dedicated full-time project managers have expertise in local codes and regulations because they are based in the communities they serve and undergo continuous training to stay up to date with the latest industry practices. As direct Core & Main employees, they provide single-source accountability, ensuring each project is delivered successfully, on time, and within budget. Additionally, our team members hold licenses, certifications, and accreditations from various professional organizations. These credentials indicate proven expertise in waterworks, metering, network-as-a-service (NaaS), and other related fields. Many of these certifications, such as underground utilities contractor licenses, require years of industry experience and rigorous examinations. By maintaining these credentials through ongoing education and training, our employees ensure they stay ahead of industry trends and evolving standards. Company Certifications and Memberships: Design-Build Institute of America (DBIA) Certification: As of April 2021, Core & Main had 12 associates who earned the nationally recognized Associate Design-Build Professional™ certification from the DBIA, demonstrating the company's commitment to design-build best practices. Industry Associations: Core & Main is affiliated with several key industry organizations, including: American Water Works Association (AWWA): An international, nonprofit, scientific, and educational society dedicated to providing total water solutions and ensuring the effective management of water. National Association of Water Companies (NAWC): An organization dedicated to helping close the information gap by serving as a credible resource for anyone seeking information about water issues and the solutions available through the private water sector. Water Collaborative Delivery Association (WCDA): A not-for-profit corporation established as an educational industry advocate for the value of collaborative delivery methods for water and wastewater infrastructure projects. Individual Licenses and Certifications: Professional Engineer (PE) Licenses: Indicating proficiency in engineering principles and practices. Project Management Professional (PMP) Certifications: Demonstrating expertise in project management methodologies. LEED Accredited Professional (LEED AP): Signifying knowledge in green building practices and principles. These certifications and affiliations underscore Core & Main's dedication to maintaining industry standards and delivering quality services in the waterworks sector.

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Core & Main is not aware of any instance where it has been debarred or suspended by a federal, state, or local government or quasi-government agency. However, given the size and scope of Core & Main's operations across the United States, we cannot state with absolute certainty that no such actions have ever occurred. That said, Core & Main is committed to maintaining strong relationships with public sector customers and, when faced with execution challenges, we work diligently to address and resolve any issues in a timely and effective manner to ensure compliance and customer satisfaction.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Several publications and organizations have recognized Core & Main as an industry leader through various awards and acknowledgments: 1. Training Magazine's Training APEX Awards: In 2023, Training Magazine, a leading publication for learning and development professionals, honored Core & Main with the Training APEX Award, ranking the company at No. 23. This accolade reflects Core & Main's excellence in employer-sponsored training and development programs. Laura Schneider, Chief Human Resources Officer, stated, "We are a people-first culture, where training and development allow our associates to pursue not just a job, but a career in supporting reliable infrastructure." coreandmain.com+2coreandmain.com+2topworkplaces.com+2 2. Municipal Leadership Award by the Alliance for PE Pipe: In 2018, Core & Main received the Municipal Leadership Award from the Alliance for PE Pipe. This award recognized the company's innovative use of high-density polyethylene (HDPE) pipe in municipal water systems, specifically highlighting a project in Austin, Minnesota, where aging water main pipes were replaced with HDPE lines in conjunction with street replacement projects. coreandmain.com+1coreandmain.com+1 3. Training Magazine's Top 100 Award: In 2021, Core & Main was a recipient of the Training Top 100 Award from Training Magazine, ranking No. 46. This award acknowledges organizations that provide best-in-class employee training and development. Laura Schneider commented on the recognition, emphasizing the company's mission to invest in the development and well-being of its people, considering them key to the company's future. coreandmain.com+1topworkplaces.com+1 4. Top Workplaces Recognition: Core & Main has been recognized as a Top Workplace, reflecting its commitment to fostering a positive work environment and culture. This acknowledgment underscores the company's dedication to its employees and its efforts to create a supportive and engaging workplace. topworkplaces.com These recognitions highlight Core & Main's leadership and commitment to excellence in the waterworks industry, particularly in areas such as employee development, innovative project execution, and workplace culture.	*
21	What percentage of your sales are to the governmental sector in the past three years?	The company's net sales are categorized by product segments, including pipes, valves & fittings, storm drainage products, fire protection products, and meter products. The exact percentage of sales to governmental entities are not available. However, we estimate that 42+% of sales are to municipalities.	*
22	What percentage of your sales are to the education sector in the past three years?	Unknown	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Core and Main currently holds cooperative agreements with the following entities: HGAC, Pavilion, and Buyboard. We have some State Government Agreements. Some of our larger State agreements include the State of State of New Jersey and the State of Pennsylvania. Specific sales volume for each of these agreements is not available.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Core & Main engages in various government contracts and cooperative purchasing agreements to supply water, wastewater, storm drainage, and fire protection products. They participate in numerous cooperative contracts, such as the "Water & Wastewater Treatment Plants - Components/Equipment & Services" contract from COSTARS, among others. However, Core and Main does not have any General Services Administration (GSA) or Standing Offers and Supply Arrangements with other governmental entities.	*

EXHIBIT A

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Easton Suburban Water Authority	Timothy Ryan	610-258-7181	*
Bolton Point Water Authority	Steve Riddle	607-277-0660 ext. 225	*
Eden Prairie	Rick Whalen	952-949-8530	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	

26	Sales force.	Core & Main is exceptionally well-equipped to serve all Sourcewell members across all 50 U.S. states through our expansive distribution network. With over 350 branch locations, a nationwide team of sales and service professionals, and a robust supply chain of distribution and warehouse facilities, Core & Main ensures seamless access to waterworks, metering, storm drainage, and fire protection solutions. As a trusted provider, Core & Main delivers end-to-end infrastructure solutions that align with Sourcewell's procurement needs. Our comprehensive portfolio includes products and services related to water and wastewater infrastructure, metering technologies, and stormwater management. Since 2020, Core & Main has facilitated infrastructure investments through cooperative purchasing agreements, helping municipalities, utilities, and government agencies efficiently procure critical infrastructure products and services. Industry Leadership and Commitment to Service Core & Main's team consists of thousands of dedicated professionals across the United States, with the majority being full-time permanent employees. Our extensive sales and service teams work together to provide high-quality customer support, ensuring contract compliance and superior service delivery. To optimize contract management and customer engagement, Core & Main ensures timely communication and compliance. If an inquiry is not addressed within the designated timeframe, it is escalated, ensuring every customer request is handled efficiently. Additionally, we have a team of dedicated Market Directors responsible for advancing business opportunities in key verticals such as: • Municipal Water and Wastewater • Stormwater Management • Fire Protection • Metering and AMI/AMR Solutions • Federal, State, and Local Government Contracts These professionals are highly knowledgeable and will actively train our field sales teams on how to leverage Sourcewell contracts to deliver value to both new and existing customers. They will also continuously identify new opportunities for collaboration with Sourcewell to expand procurement accessibility. Government-Focused Growth Strategy While Core & Main has been a trusted partner for municipal agencies for decades, we continue to enhance our services to better meet public-sector needs. This initiative includes a dedicated team of sales managers, project managers, product specialists, and legal professionals. By leveraging these specialized resources, Core & Main will expand the reach of cooperative purchasing agreements, providing even more government agencies with access to our trusted products and expert services. Unparalleled National and Regional Support Core & Main stands apart in the industry not only due to our geographic footprint but also because of the sheer magnitude of skilled professionals ready to serve Sourcewell members. Our integrated approach allows seamless collaboration between sales, service, and support functions, ensuring customers receive unmatched value. How Our Sales & Service Teams Deliver Value • Customer Support: Our sales and service teams collaborate to provide end-to-end customer support, troubleshooting issues and ensuring that every purchase is optimized for operational efficiency. • Cross-Selling & Solutions Expansion: Our teams identify additional products or services that enhance infrastructure projects, helping municipalities and utilities implement comprehensive solutions. • Customer Feedback & Continuous Improvement: We actively collect and analyze feedback to enhance our product offerings, service standards, and customer experience. • Contract Renewals & Customer Retention: Through a proactive service approach, we ensure ongoing customer satisfaction and seamless contract renewals. • Training & Onboarding Support: Our sales teams work closely with service teams to provide comprehensive training and onboarding, ensuring customers understand how to maximize the efficiency and value of their purchases. At Core & Main, we recognize that strong relationships and collaborative service delivery are key to supporting municipalities, utilities, and government agencies. By effectively integrating our sales, service, and operational functions, we ensure that Sourcewell members receive the highest quality products, expert guidance, and long-term infrastructure solutions that drive success.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Core & Main has over 5500 employees and 350 branches. Our employee base will work with our manufacturing partners to deliver products and solutions to our customers.	*

28	Service force.	Core & Main has an extensive network of front-line service professionals strategically located throughout North America, ensuring close proximity to every Sourcewell member's location. Our service teams deliver technical solutions that enhance the reliability and efficiency of water, wastewater, storm drainage, fire protection, and metering systems. Through proactive maintenance, emergency repair services, and innovative technologies such as remote monitoring and smart metering solutions, Core & Main provides optimal infrastructure performance while helping utilities and municipalities reduce operational costs and comply with regulatory standards. At Core & Main, we are committed to delivering safe, efficient, and sustainable waterworks solutions that enhance water utility performance, drive cost savings, and support long-term infrastructure resiliency. We ensure that the right project manager is matched with the right job, providing every customer with the highest level of service, expertise, and reliability. As a leading service provider in the waterworks industry, Core & Main possesses unparalleled in-house expertise in distribution, metering, fire protection, and drainage solutions. Whether it's pipeline maintenance, valve replacement, smart metering upgrades, or system troubleshooting, our professionals are trained to keep critical infrastructure operating at peak efficiency.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Core & Main's branches and dedicated sales teams will manage the waterworks, metering, storm drainage, and fire protection product ordering process on behalf of Sourcewell members. During the selection process, Core & Main will provide the members with a detailed proposal on Core & Main letterhead, outlining the products, services, and materials necessary for the project. This proposal will serve as the basis for the project contract. A local branch manager and/or project manager will be assigned to oversee the project, focusing on cost verification, scheduling, and technical requirements to ensure funds are spent ethically and responsibly. Any deviations or issues will be immediately communicated to the team for prompt resolution, ensuring the project stays on track. Once the product selection process is finalized and agreed upon by both the Sourcewell member and Core & Main, materials will be ordered with sufficient lead time to ensure they are available on-site when needed for installation activities. For large-scale infrastructure components or products with extended lead times, Core & Main follows a best-practice approach, placing orders as early as possible to avoid delays and ensure seamless project execution. To maintain project efficiency, periodic updates on material availability will be provided, ensuring alignment with the overall project schedule and compliance with all contractual requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Core & Main is committed to providing high-quality customer service. We offer extensive training, ensuring that customer personnel are well-versed in product use and maintenance. The company provides a structured learning approach with access to a library of learning aids, eLearning modules, and tutorials. Customers have access to technical support through dedicated contact points, with availability during standard business hours and provisions for after-hours emergencies for critical issues. Core & Main also emphasizes the importance of clear communication and collaboration with clients to minimize service interruptions and ensure efficient system implementations. Their customer service approach includes local support from branch locations and knowledgeable staff to address client needs effectively.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Core & Main is excited for the opportunity to work with Sourcewell and participating entities. With 350 branch locations and over 5500 employees, we are more than capable of providing the needed products and services to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Core & Main has recently entered the Canadian market through an acquisition. The proposed products, information, and pricing in this proposal is for US based clients/utilities only.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Core & Main will provide our full range of products and services to all 50 states within the United States, ensuring comprehensive coverage for Sourcewell members across the country. Our extensive network of over 350 branch locations allows us to effectively serve municipalities, utilities, and other public-sector entities nationwide. However, Core & Main will not be able to provide products and services in Canada under the proposed agreement. While we maintain strong distribution capabilities in the U.S., our operations do not currently extend to servicing Canadian provinces and territories.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Core & Main delivers waterworks, metering, storm drainage, and fire protection products to every region of the United States, from urban centers to remote areas such as Alaska and the islands of Hawaii. With our extensive branch network and logistics capabilities, we ensure reliable product availability and support across all 50 states and U.S. territories. We maintain service branches in Alaska, Hawaii, and U.S.states, allowing us to effectively support customers in these regions. However, delivery times to remote locations may vary from the typical timeframes outlined in this proposal due to logistical constraints and transportation availability. Core & Main remains committed to timely and efficient service, ensuring customers receive the products they need to keep their infrastructure operating at peak performance.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions for participating entities in Hawaii, Alaska, or U.S. territories under this agreement. Core & Main is fully capable of delivering waterworks, metering, storm drainage, and fire protection products to these regions through our extensive distribution network. The only limitation is that Core & Main will provide products exclusively from manufacturers with whom we are authorized to distribute in specific states or territories. Availability of certain products may vary based on manufacturer agreements and state-specific distribution rights. However, we remain committed to ensuring participating entities have access to the best available solutions for their infrastructure needs.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Core & Main will extend the terms of any awarded master agreement to all nonprofit entities participating in the Sourcewell contract program, provided they are eligible to lawfully participate based on local, regional, or federal regulations and guidelines.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Core & Main will equip our field teams with a comprehensive marketing toolkit for use in our sales campaigns, ensuring Sourcewell members and public sector customers are well-informed about the benefits of utilizing our contract. The toolkit will include marketing materials that highlight the following customer benefits: • Simple and easy-to-use process for procurement. • Free membership for public sector customers. • Straightforward pricing structure that includes all applicable fees—no hidden add-ons. • Labor pricing based on locally published rates, ensuring competitive and fair costs in each region. • Elimination of additional costs associated with the traditional RFP and Bidding process, reducing expenses related to preparing bid specifications and evaluating contract awards. • Faster project completion timelines compared to traditional procurement methods, ensuring waterworks, metering, and water infrastructure projects are completed on time. Additionally, the toolkit will feature case studies and customer testimonials from Sourcewell members who have successfully utilized the agreement with Core & Main, once we have them, and experienced a seamless procurement process with high-quality service and products. Engagement with Public Sector Organizations Beyond traditional marketing efforts, Core & Main will leverage our partnerships with key public sector professional organizations at both the national and regional levels. Many competitors limit their participation to annual trade show booths, but Core & Main actively engages with these organizations year-round. We believe that building strong relationships with members of these organizations is key to understanding and addressing their infrastructure needs. Our approach includes: • Active participation in local meetings to stay engaged with public sector customers. • Providing training and informative seminars as the industry's waterworks and metering subject matter experts. • Educational sessions on industry topics, such as infrastructure sustainability, compliance regulations, smart metering advancements, and best practices for municipal water management. Through these efforts, Core & Main ensures that public sector customers have access to the knowledge, resources, and procurement tools needed to effectively manage and enhance their infrastructure while maximizing the benefits of cooperative purchasing agreements.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Core & Main leverages various digital platforms to enhance our marketing effectiveness and engage with our customer base. Our strategies include utilizing social media channels, maintaining an informative website, and employing digital advertising techniques. Social Media Engagement We actively engage with our audience through platforms like LinkedIn, where we share updates on new products, industry insights, and company news. This engagement helps us maintain a strong connection with our customers and industry partners. Website and Digital Resources Our website serves as a central hub for information about our products and services. We continually update our site to provide valuable content, ensuring that visitors have access to the latest information. Data Privacy and Compliance We are committed to protecting the privacy of our customers and comply with all relevant data protection regulations. Our privacy notice outlines our practices in collecting and using personal information. By integrating these digital tools and platforms, Core & Main aims to enhance our marketing efforts, engage effectively with our audience, and provide valuable resources to our customers.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Core & Main looks forward to the opportunity to successfully partner with Sourcewell and its members through this contract. While we do not currently hold a Sourcewell-awarded contract, we are confident that our extensive experience in the waterworks, metering, storm drainage, and fire protection industries will allow us to deliver exceptional value to Sourcewell members if awarded this contract. We are committed to training our internal teams on how the Sourcewell contract meets the procurement needs of its members and will actively work to expand program awareness across our nationwide network. Our goal is to establish a strong, long-term relationship with Sourcewell, ensuring that public sector entities have efficient access to high-quality infrastructure solutions. Core & Main is prepared to leverage our national presence and industry expertise to support Sourcewell's mission. We will actively engage with Sourcewell's Supplier Development Executive and business development team to maximize awareness and participation in the contract. Additionally, we will utilize tradeshows, industry events, and digital marketing strategies to ensure Sourcewell members understand the full benefits of cooperative purchasing with Core & Main. We also recognize the importance of collaborating with Sourcewell's legal and government affairs teams to ensure cooperative purchasing agreements remain effective and compliant across various states, territories, and markets. If awarded this contract, Core & Main is committed to supporting legislative and procurement initiatives that enhance public sector access to cost-effective, high-quality waterworks and metering solutions.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Core & Main offers a combination of direct purchase sourcing and e-procurement, through an online platform called Online Advantage to facilitate efficient ordering and account management for our customers, including governmental entities. Online Advantage Features: • Order Placement: Customers can browse our extensive catalog of water, wastewater, storm drainage, and fire protection products, and place orders directly through the platform. • Account Management: Users can manage their accounts, view order histories, and track shipments in real-time. • Custom Pricing: The system supports customized pricing structures, ensuring that governmental customers receive contract-specific pricing aligned with their procurement agreements. Usage by Governmental Customers: Governmental agencies and municipalities utilize Online Advantage to streamline their procurement processes. The platform's user-friendly interface and robust features allow these entities to efficiently manage their supply needs, ensuring timely and accurate fulfillment of orders. By leveraging Online Advantage, governmental customers can reduce administrative overhead, maintain compliance with procurement policies, and enhance overall operational efficiency.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Core & Main is committed to supporting Sourcewell participating entities by offering a range of training programs tailored to product operation, equipment maintenance, and operator proficiency. Below is an overview of our training offerings: 1. Product and Equipment Training • Standard Training: We provide comprehensive training on the proper use and maintenance of our products, including water, wastewater, and storm drainage. This cost of this training is typically included in the cost of products purchased and is conducted by our knowledgeable staff. • Customized On-Site Training: For specialized equipment or unique operational needs, we offer customized training sessions at the customer's facility. These sessions are designed to address specific requirements and ensure that staff are proficient in operating and maintaining the equipment. There would be a cost to these trainings which is outlined in our solutions pricing. 2. Operator Training Programs • Core & Main University: Our internal training development program, Core & Main University, offers virtual academies to help associates and customers prepare for various roles and responsibilities. This program is part of our commitment to continuous learning and development. • Partnerships with Accredited Organizations: We collaborate with organizations like the National Center for Construction Education and Research (NCCER) to offer certified training programs in heavy equipment operations. These programs cover essential skills such as safety protocols, equipment inspection, and operational techniques. NCCER 3. Maintenance Training • Preventive Maintenance Workshops: We conduct workshops focused on preventive maintenance practices to extend the lifespan of equipment and reduce downtime. These sessions are led by experienced technicians and can be customized to the specific equipment used by the participating entity. Training Delivery and Costs • Delivery Methods: Training can be delivered on-site at the customer's location, virtually through online platforms, or at designated Core & Main facilities, depending on the nature of the training and customer preferences. • Cost Structure: Standard training programs included with product purchases are typically offered at no additional cost. Customized training sessions or specialized certification programs may involve additional fees, which are determined based on the scope and content of the training. By offering these training programs, Core & Main aims to empower Sourcewell participating entities with the knowledge and skills necessary to operate and maintain their infrastructure effectively, ensuring safety, efficiency, and longevity.	*

42	Describe any technological advances that your proposed Solutions offer.	Core & Main's CORE+ Smart Utility Solutions integrate cutting-edge technologies to enhance water management, monitoring, and operational efficiency for utilities and municipalities. These solutions provide real-time insights, predictive analytics, and advanced monitoring to help public sector entities optimize their infrastructure and resource management. 1. Advanced Metering Infrastructure (AMI) CORE+ offers AMI solutions that provide real-time water consumption data, helping utilities monitor usage trends, detect leaks, reduce non-revenue water loss, and enhance billing accuracy. By utilizing smart metering technology, municipalities can move beyond traditional manual reads and gain greater visibility into their water distribution networks. For example, the City of Brandon, Mississippi, successfully implemented smart meters through CORE+, improving operational efficiency and customer satisfaction. 2. Data Analytics and Predictive Insights CORE+ integrates data analytics platforms to help utilities analyze consumption patterns, predict system failures, and optimize asset management. These tools empower utilities to proactively address infrastructure issues before they become costly problems, improving system longevity and service reliability. 3. Advanced Monitoring Solutions CORE+ offers a suite of real-time monitoring solutions designed to help utilities track the performance of their infrastructure, prevent failures, and reduce operational disruptions. Key features include: • Remote Pressure Monitoring: Continuously tracks water pressure levels to identify fluctuations that may indicate potential pipeline breaks or inefficiencies. • Flow Monitoring: Provides instant data on water distribution rates, helping utilities detect abnormal flow patterns and mitigate potential leaks. • Acoustic Leak Detection: In partnership with Intelligent Systems, CORE+ offers SmartCap technology, magnetic acoustic leak detection loggers and other smart listening devices that continuously listen for leaks in pipelines, allowing for early detection and rapid response to prevent water loss. 4. Integrated System Management CORE+ takes a comprehensive approach to utility management, combining metering, analytics, and monitoring technologies into a unified system. This allows municipalities to: • Automate data collection and reporting • Improve response times to system failures • Reduce maintenance costs through proactive infrastructure management By leveraging these advanced monitoring solutions, Core & Main helps utilities and municipalities transition to smarter, more efficient water systems, ensuring sustainability, cost savings, and improved service quality for the communities they serve.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	1. Specialized Solutions to Combat Impacts of Drought in Lake Mead a. Core & Main worked with local water authorities to provide a specialized product — 36-inch metal-seated ball valves — for the construction of a pumping station that now delivers 900 million gallons of water to over 2 million people. 2. New Infrastructure Provides Access to Clean and Safe Water a. In 2020, a national contractor hired Core & Main to address this growing infrastructure challenge. Core & Main led critical trainings to educate workers and other project partners about potential solutions, and provided the 26 miles of ductile iron pipe made from recycled iron and steel scrap used in the multiyear project. 3. Solving Environmental Disasters a. In February 2021, over 5 million gallons of sewage were pouring across the streets and yards of homeowners in Ventnor Heights. A Core & Main expert traveled to the site and helped resolve the problem within two days (a rapid timeline for this type of leak) preventing potentially disastrous problems and road closures in Ventnor. 4. Sustainable Infrastructure – Tomorrow’s Solutions Today a. The city of Rochester, New York converted a downtown area to commercial property for sale. The existing pipe was 1,000 feet of 54-inch diameter and required fusion equipment. While the scale of the project was unique, Core & Main sourced HDPE fusible pipe that could be slipped into the existing tunnel with minimal surface excavation and lower environmental impact. 5. Energy Efficiency & Emissions Reduction a. Our efforts start at our corporate headquarters in St. Louis, Missouri. We have completed multiple LED lighting projects in several branches and have added high-efficiency HVAC and motion sensors to multiple new and renovated branches. We also recycle computer and telecom equipment to prevent e-waste from entering landfills while reducing the need for new raw materials b. LEED certified in recognition of its energy-efficiency at corporate headquarters	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Core & Main demonstrates a strong commitment to sustainability and environmental responsibility through various initiatives. While the company has not prominently highlighted specific third-party eco-labels or certifications related to energy efficiency, life-cycle design, or other green factors, it actively engages in practices that promote sustainable infrastructure and operations. Environmental Initiatives: • Sustainable Water Solutions: Core & Main focuses on delivering products and services that enhance water management and conservation, addressing critical issues such as drought and flooding. The company's efforts aim to drive technological innovation and ensure the long-term viability of essential water infrastructure. • LEED certified in recognition of its energy-efficiency at corporate headquarters Industry Engagement: • Design-Build Certifications: Several Core & Main associates have achieved certifications from the Design-Build Institute of America (DBIA), reflecting the company's expertise in efficient project delivery methods that can contribute to sustainable outcomes. • Advisory Roles: Core & Main serves as an advisory member of the Water Collaborative Delivery Association (WCDA), North America's leading educational resource for best practices in water design-build delivery. Company Values: • Mission and Vision: The company's mission emphasizes leadership in supplying innovative water, wastewater, energy, and fire protection solutions, with a focus on integrity and community well-being.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Core & Main offers unique advantages to Sourcewell participating entities through its extensive product portfolio, nationwide service network, and industry-leading expertise in waterworks, metering, storm drainage, and fire protection solutions. Here's what sets Core & Main apart in the waterworks industry and why our solutions provide exceptional value to Sourcewell members: 1. Unmatched Nationwide Reach & Logistics Capabilities • Over 350 branch locations across all 50 U.S. states, ensuring fast and efficient delivery of essential infrastructure products. • Strategic distribution centers that optimize supply chain management, reducing lead times for Sourcewell members. • Expert local teams familiar with state and municipal regulations to provide tailored solutions. 2. Comprehensive Waterworks & Infrastructure Solutions Core & Main provides end-to-end solutions for water and wastewater infrastructure, including: • Pipes, Valves, and Fittings – Durable materials for long-term municipal infrastructure needs. • Smart Metering & AMI/AMR Solutions – Advanced metering solutions for improved efficiency and accuracy. • Storm Drainage Products – Engineered solutions for flood mitigation and stormwater management. • Fire Protection Systems – Essential fire suppression infrastructure for municipal and commercial applications. Our integrated solutions allow Sourcewell members to streamline procurement, reduce costs, and improve system efficiency. 3. Advanced Technology & Digital Solutions • CORE+ Smart Utility Solutions – Integrates real-time monitoring, data analytics, and leak detection to help utilities reduce water loss, improve asset management, and enhance sustainability. • AMI & Smart Metering Systems – Enable remote data collection and real-time usage tracking, helping utilities optimize billing and conservation efforts. • Advanced Leak Detection & Monitoring – Acoustic and sensor-based technologies to proactively detect leaks and prevent costly failures. 4. Strong Industry Expertise & Support • Core & Main understands public sector procurement, ensuring seamless contract compliance and best-value solutions. • On-Site Training & Technical Support – We provide operator and maintenance training to ensure Sourcewell members get the most from their infrastructure investments. 5. Proven Sustainability & Water Conservation Initiatives Core & Main prioritizes environmentally responsible solutions that support sustainable infrastructure development, including: • Low-leakage pipeline materials for water conservation. • Green stormwater management solutions to mitigate urban flooding. • AMI-based conservation initiatives that help utilities track and reduce water waste. 6. Streamlined Procurement Through Sourcewell • Pre-negotiated pricing ensures transparent, cost-effective purchasing without the need for time-consuming RFPs. • Account representatives will assist Sourcewell members in navigating product selection and contract utilization. • Fast-tracked ordering and fulfillment using Core & Main's e-procurement system for efficiency. Why Core & Main? Core & Main is not just a distributor —we are a trusted partner to municipalities, utilities, and government agencies. Our combination of industry-leading expertise, innovative technology, unmatched distribution, and commitment to sustainability makes us the ideal choice for Sourcewell participating entities looking for efficient, cost-effective, and future-ready waterworks solutions.	*

EXHIBIT A

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Core & Main does not qualify for MBE (Minority Business Enterprise), WBE (Women's Business Enterprise), DOBE (Disability-Owned Business Enterprise), VBE (Veteran Business Enterprise), SDVOB (Service-Disabled Veteran-Owned Business), SBE (Small Business Enterprise), SDB (Small Disadvantaged Business), or WOSB (Women-Owned Small Business) certifications. However, we recognize the importance of supplier diversity and actively partner with subcontractors and vendors that may hold these certifications. If specific diversity certifications are a requirement for procurement, we encourage Sourcewell members to discuss their needs with us so we can explore potential partnership opportunities with eligible subcontractors.	*
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
48		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
52		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Pricing: The project price will be determined based on scope. An initial down payment (percentage of total project cost) is required at contract signing, with monthly progress payments thereafter. Progress Payments: • Core & Main will submit an itemized application for payment. • Invoices will be submitted within 24-48 hours of product/service delivery. If a long-term project, invoices will be submitted monthly. • Payments include completed work, authorized modifications, and stored materials (on or off-site with prior approval).Payment is due within 30 days of invoice submission Accepted Payment Methods: • Wire Transfer (ACH), Check, Money Order	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Core & Main can provide general information on available financing options to assist Sourcewell members in evaluating their choices. However, we do not recommend any specific course of action, nor do we act as a financial advisor. Core & Main is not registered as a municipal advisor with the Securities and Exchange Commission and encourages Sourcewell members to consult with their own financial and legal advisors when considering financing options.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Depending on the products or services purchased by a Sourcewell member, Core & Main may propose a customized Master Project Agreement, which is included in the appendix of this document. All sales by Core & Main are subject to our Terms of Sale located on our website: Terms Of Sale - Core & Main. Additionally, certain manufacturers may require service agreements, Service Level Agreements (SLAs), Standard Operating Procedures (SOPs), subscription agreements, or other contractual documents. These documents will be provided to the Sourcewell member for legal review and approval before finalizing the purchase or service agreement	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	C&M has the ability to process payment by P-Card, but would negotiate any payment terms with individual co-op member buyer.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have uploaded a pricing table that provides the applicable pricing discounts for every product-category and or service. Please note: All Pricing provided under this contract is available in U.S. currency. The attached pricing tables provides additional details for the Products and Services categorized on the Core and Main Water Collection and Control Products for Community Infrastructure with Related Products and Services 040825 Pricing Table:	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment type and labor. We are providing discounts that exceed our standard commercial branch practices and are in line with our strategic account customers. Please refer to our pricing table for specific percentages	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis, depending on the scope and scale of the order. Many Core & Main solutions are customized to meet the specific needs of each utility, municipality, or project, and as such, may not always qualify for standard volume discounts. As a leading distributor of waterworks, metering, storm drainage, and fire protection products, Core & Main has nationwide contracts that allow us to leverage bulk purchasing power, secure priority delivery timelines, and provide strong warranty support. This ensures competitive pricing and reduced procurement risks for Sourcewell members. While some projects may involve products that differ from those already in place, Core & Main's focus is on delivering maximum value, reliability, and long-term infrastructure solutions that best meet the needs of our customers.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All open market or non-contracted items would be quoted for the Sourcewell member. The quoted price would be provided at a discount from the current list price. That percent discount would vary depending on the products/services being purchased	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We offer turnkey pricing that includes costs on a project-by-project basis as outlined in pricing tables provided.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included in the price provided as long as the individual manufacturer's full freight allowances are met.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price provided as long as the individual manufacturer's full freight allowances are met.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We prioritize just-in-time delivery to minimize storage costs and potential damage that can occur when equipment and materials are stored on-site or in a facility for extended periods. However, some projects may require on-site storage of materials. Core & Main will bill for stored materials. Warranty periods are determined based on manufacturer's production date.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Core & Main has established a structured approach to ensure compliance and effective utilization of our Sourcewell contracts. Through training, technology, and oversight, we provide Sourcewell members with a seamless procurement experience while maintaining adherence to contract terms. 1. Comprehensive Cooperative Training – Our dedicated Team will offer ongoing training to field sales and service personnel, equipping them with the necessary knowledge to successfully complete cooperative purchases. We have also developed standardized pricing workflows to ensure projects and services are accurately quoted. 2. Tracking & Contract Management – We utilize PowerScope and Mincron to track cooperative contract usage, ensuring that each Sourcewell member is properly linked to the correct contract. A required contract field in our system enforces compliance and maintains visibility across all cooperative transactions. 3. Advanced Pricing & Discounting Tools – Our sales teams have access to customized pricing tools that provide list pricing and contract-specific pricing. We continuously work with our pricing teams and leadership to implement automated pricing controls, ensuring that discounts are correctly applied per the awarded pricing structure. 4. Dedicated Compliance & Administrative Support – Our branch management team manages reporting, contract adherence, and administrative fee processes. This team actively monitors pricing accuracy for eligible members and will escalate any concerns to the Corporate finance team for resolution. 5. Commitment to Pricing Accuracy & Resolution – If a pricing discrepancy is identified, Core & Main is fully committed to investigating and correcting any inconsistencies, ensuring Sourcewell members receive fair and accurate pricing in accordance with the contract terms. By implementing these compliance measures, Core & Main ensures that Sourcewell members benefit from a transparent, efficient, and contract-compliant procurement process.	*

68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Core & Main – Delivering Results-Driven Utility Solutions through Sourcewell Agreement Core & Main is excited about the opportunity to have an agreement with Sourcewell to deliver turnkey infrastructure solutions that help municipalities, utilities, and public agencies streamline procurement and improve operational performance. As one of the nation's leading distributors of waterworks and utility solutions, our focus is on providing measurable value, project efficiency, and long-term partnership through the Sourcewell contract. We offer a comprehensive suite of utility-focused products and services, including (Our offering for this RFP will be detailed in answer to question 71): • Advanced Metering Infrastructure (AMI) Solutions – Full deployment services including meter and SmartPoint installations, network buildouts, integration with billing systems, and real-time data visibility through Sensus Analytics. • Meter Replacement Programs – Project-managed rollouts of water, gas, and electric meters to improve accuracy, revenue recovery, and customer transparency. • Backflow Prevention & Compliance Management – Powered by VEPO CrossConnex, our software-driven solution ensures regulatory compliance with automated scheduling, tester management, and customer outreach. • Waterworks Distribution Products – Full inventory of pipe, valves, fittings, hydrants, and appurtenances from leading manufacturers, backed by fabrication services and jobsite delivery. • Asset & Work Order Management Tools – Integration of GIS-enabled platforms to manage infrastructure maintenance, service requests, and field data collection. • Customer Communication & Outreach Services – Call center management, appointment scheduling, and utility-branded messaging to ensure customer engagement throughout a project lifecycle. Measuring Success Through Performance Metrics To ensure our partnership with Sourcewell is consistently delivering value, Core & Main tracks a set of internal metrics and KPIs that reflect the health, growth, and impact of our collaboration. These include: • Contract Utilization Metrics o Total number of Sourcewell member agencies engaged o Annual Sourcewell contract sales volume o Year-over-year growth in Sourcewell-related projects • Operational Performance o On-time delivery and installation rates o Average lead time from purchase order to delivery o Inventory fill rates and product availability • Customer Experience & Satisfaction o Net Promoter Score (NPS) from Sourcewell members o Post-project customer satisfaction survey scores o Number of repeat engagements with Sourcewell customers • Project Execution o Percentage of projects completed within budget and on schedule o Field crew productivity and safety incident rates o Support ticket resolution time for technical/software issues • Outreach & Education o Number of Sourcewell education sessions or webinars hosted o Attendance and engagement rates from municipal stakeholders o Growth in training certifications and utility staff onboarding By leveraging these internal metrics, Core & Main continuously refines its approach to deliver stronger results for Sourcewell members across the country. Our goal is to not only be a supplier, but a long-term partner that helps your community modernize infrastructure, optimize operations, and enhance service to your residents.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Core & Main proposes a 1% administrative fee. On significant opportunities, we would like the option to further negotiate a reduction on a case-by-case basis.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	CORE & MAIN ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTIONS WITH RELATED PRODUCTS AND SERVICES. Core & Main delivers comprehensive Advanced Metering Infrastructure (AMI) solutions that empower utilities to modernize their operations, increase efficiency, and provide a better customer experience. Backed by strategic partnerships with industry leaders, our AMI programs are fully integrated, scalable, and tailored to meet the specific needs of water, gas, and electric utilities. We manage every phase of deployment, from initial planning through installation, system integration, and ongoing support. Program Planning & Design Our AMI journey begins with a detailed evaluation of the utility's goals, service area, and current infrastructure. We perform feasibility studies and return-on-investment modeling to identify the best path forward. Each network is designed based on propagation studies that take into account geography, meter density, and environmental factors. We also evaluate how the AMI system will integrate with existing platforms such as billing systems, GIS, and customer service portals. When applicable, we support utilities in exploring available grant funding or alternative financing options. Managed Services & Project Management CORE+ goes beyond technology by offering full-service project management and operational support. Utilities benefit from services such as system assessment and design, project execution, meter installation, system testing, and validation. Additionally, the CORE+ Managed Services team provides ongoing maintenance, field operations support, and lifecycle management to ensure long-term success. Every AMI project includes a dedicated Core & Main project manager responsible for day-to-day oversight and communication. We develop and manage a full project schedule, maintain progress through milestone tracking, and ensure alignment with all stakeholders. Coordination with utility departments, third-party contractors, and local permitting offices ensure that each stage is completed efficiently and in compliance with regulations. Meter & Endpoint Procurement and Installation Core & Main supplies a wide range of residential and commercial water meters and SmartPoint endpoints from leading manufacturers such as Sensus, Neptune, Kamstrup, and Master Meter depending on the geographical location of the Sourcewell member. Our installation crews are experienced, safety-certified professionals trained in both fieldwork and customer service. For utilities with inside-set meters, we provide coordinated appointment scheduling and communications through our VEPO Metering call center, helping ensure customer participation and satisfaction throughout the installation process. Network Infrastructure Deployment The network infrastructure includes the installation of base stations, collectors, and backhaul components to transmit data from endpoints to the head-end system. Our teams ensure proper siting and setup based on network design and verify coverage through on-site testing. Redundancy and disaster recovery capabilities are built into the network to ensure reliability and long-term system stability. Meter Data Management Software Software system used by utilities to collect, store, validate, process, and analyze data from smart meters. It ensures accurate billing, helps detect issues like leaks or tampering, and supports advanced analytics for better decision-making. MDM acts as a central hub between meter data and other utility systems like billing, customer service, and outage management. System Integration & Software Configuration

Docusign Envelope ID: 577F1581-379A-443D-B15C-B605A0B98F76

Once hardware is in place, Core & Main works with the utility to configure software platforms such as the Sensus Regional Network Interface (RNI) and Sensus Analytics. Our team integrates the AMI system with the utility's billing, customer information, and GIS systems. We assist with the configuration of user roles, device groups, alarms, and custom dashboards to ensure the utility's teams have the tools they need for day-to-day operations and decision-making.

Customer Outreach & Communication

Public engagement is key to AMI success. Core & Main supports utilities by creating a comprehensive communication strategy that includes customer notifications, branded outreach materials, social media content, videos, and FAQs. We also manage customer interactions through VEPO's call center, including scheduling appointments, answering resident questions, and providing ongoing updates during the project.

Training & Utility Staff Enablement

Training is provided to all key utility personnel, including billing, operations, and IT staff. These sessions ensure that utility employees understand the functionality of the AMI system and can use the data to enhance their workflows. For field crews and installers, we provide certification programs to reinforce proper installation techniques and safety protocols. As the system evolves, ongoing training opportunities are available to keep teams up to date.

Ongoing Support & Optimization

After go-live, Core & Main continues to support the utility with performance reviews and system optimization. We monitor read rates, network performance, data quality, and other system metrics to identify areas for improvement. The utility has access to alerts for conditions such as continuous consumption, leak detection, or tampering. Regular audits and consultations help ensure the AMI system remains efficient and effective over time.

CORE & MAIN WATERWORKS PRODUCTS AND RELATED SERVICES:

Core & Main is the leading distributor of waterworks infrastructure products in the United States, offering an extensive portfolio of pipe, valves, fittings, and related solutions to support the construction, maintenance, and rehabilitation of water, wastewater, and stormwater systems. Our nationwide footprint, deep vendor relationships, and decades of industry expertise make us a trusted partner to municipalities, utility contractors, engineers, and public agencies of all sizes. We don't just supply parts—we deliver turnkey support that includes product expertise, logistics, value-added services, and field-level guidance to ensure successful project execution from start to finish.

Pipe, Valves & Fittings (PVF)

Core & Main offers a complete inventory of ductile iron, PVC, HDPE, copper, steel, and specialty pipe for potable water, wastewater, stormwater, and fire protection applications. We stock pipe from all major manufacturers and provide a wide selection of gate valves, butterfly valves, check valves, air release valves, and related appurtenances. Our fittings and restraints meet all industry standards and are available in mechanical joint, push-on, flanged, grooved, or compression styles to accommodate every project need.

Hydrants & Appurtenances

We supply fire hydrants and hydrant accessories from the most trusted manufacturers in the industry. Whether for new installation or system replacement, Core & Main helps utilities select hydrants that meet local specifications and ensures compatibility with existing infrastructure. We also provide breakaway kits, extensions, operating nuts, and maintenance parts to support field crews with ongoing upkeep and emergency response needs.

Water & Sewer Service Materials

Our product offering includes all materials necessary for water and sewer lateral connections, including corporation stops, curb stops, meter setters, copper tubing, service saddles, tapping sleeves, couplings, and compression fittings. We support a full range of sizes and configurations to match utility standards and job site conditions. Our local teams are familiar with jurisdictional requirements and can recommend materials accordingly.

Stormwater Management

Core & Main offers solutions for managing stormwater runoff, erosion control, and

drainage infrastructure. This includes high-performance corrugated HDPE and polypropylene pipe systems, precast catch basins and manholes, geotextiles, inlet protection products, and retention/detention systems. Our team can assist in product selection and layout guidance to ensure compliance with local stormwater regulations and long-term performance of the system.

Manholes

Core & Main provides manholes as part of its waterworks and wastewater infrastructure offerings. We supply precast concrete manholes, frames, covers, and accessories used in sewer and stormwater systems. These products are sourced from leading manufacturers to meet municipal and DOT standards.

Fabrication & Customization Services

Our in-house fabrication capabilities allow us to provide custom pipe cutting, grooving, beveling, fusion welding, spool pieces, and prefabricated meter assemblies. We can also deliver assembled vaults, valve boxes, and meter pits ready for field installation. These value-added services reduce labor costs, minimize installation time, and ensure consistent, high-quality results on the job site.

Inventory Management & Jobsite Delivery

With strategically located branches across the country, Core & Main provides responsive local service and maintains a deep inventory to meet fast-paced construction timelines. We offer just-in-time delivery, will-call pickup, and jobsite staging services. Our fleet of delivery vehicles and logistics team ensures that materials arrive when and where they are needed, keeping projects on schedule and within budget.

Technical Expertise & Field Support

Core & Main's waterworks specialists bring decades of field experience and technical product knowledge. We assist with submittals, takeoffs, specification reviews, and product substitutions. Our team works hand-in-hand with engineers, inspectors, and contractors to solve complex problems, identify cost-saving alternatives, and ensure that the right products are used for the right applications.

Emergency Response & After-Hours Support

When emergencies strike, Core & Main is ready to respond. Our emergency service teams are available after hours and on weekends to ensure utilities and contractors have access to critical materials during water main breaks, natural disasters, or infrastructure failures. We maintain a stock of essential items and can mobilize quickly to help restore service with minimal downtime.

Whether it's a small municipal repair or a large capital infrastructure project, Core & Main's waterworks solutions provide the foundation for safe, reliable, and sustainable water systems. From the trench to the treatment plant, we are your trusted partner in building and maintaining the systems that serve our communities

ADVANCED MONITORING SOLUTIONS

Core & Main has developed the industry's first complete solution to help utilities tackle infrastructure challenges through advanced technology and data-driven insights. With this vision, we designed our Advanced Monitoring Solution, engineered to optimize system performance, reduce operational costs, and ensure regulatory compliance. This solution provides utilities with tools to monitor, analyze, and optimize infrastructure, ensuring proactive maintenance, real-time event detection, and long-term sustainability. These solutions include sensors, data loggers, and remote monitoring devices that detect flow rates, pressure changes, leaks, and water quality issues.

CORE & MAIN ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTIONS WITH RELATED PRODUCTS AND SERVICES.

Core & Main delivers comprehensive Advanced Metering Infrastructure (AMI) solutions that empower utilities to modernize their operations, increase efficiency, and provide a better customer experience. Backed by strategic partnerships with industry leaders, our AMI programs are fully integrated, scalable, and tailored to meet the specific needs of water, gas, and electric utilities. We manage every phase of deployment, from initial planning through installation, system integration, and ongoing support.

Program Planning & Design
Our AMI journey begins with a detailed evaluation of the utility's goals, service area, and current infrastructure. We perform feasibility studies and return-on-investment modeling to identify the best path forward. Each network is designed based on

propagation studies that take into account geography, meter density, and environmental factors. We also evaluate how the AMI system will integrate with existing platforms such as billing systems, GIS, and customer service portals. When applicable, we support utilities in exploring available grant funding or alternative financing options.

Managed Services & Project Management

CORE+ goes beyond technology by offering full-service project management and operational support. Utilities benefit from services such as system assessment and design, project execution, meter installation, system testing, and validation. Additionally, the CORE+ Managed Services team provides ongoing maintenance, field operations support, and lifecycle management to ensure long-term success.

Every AMI project includes a dedicated Core & Main project manager responsible for day-to-day oversight and communication. We develop and manage a full project schedule, maintain progress through milestone tracking, and ensure alignment with all stakeholders. Coordination with utility departments, third-party contractors, and local permitting offices ensure that each stage is completed efficiently and in compliance with regulations.

Meter & Endpoint Procurement and Installation

Core & Main supplies a wide range of residential and commercial water meters and SmartPoint endpoints from leading manufacturers such as Sensus, Neptune, Kamstrup, and Master Meter depending on the geographical location of the Sourcewell member. Our installation crews are experienced, safety-certified professionals trained in both fieldwork and customer service. For utilities with inside-set meters, we provide coordinated appointment scheduling and communications through our VEPO Metering call center, helping ensure customer participation and satisfaction throughout the installation process.

Network Infrastructure Deployment

The network infrastructure includes the installation of base stations, collectors, and backhaul components to transmit data from endpoints to the head-end system. Our teams ensure proper siting and setup based on network design and verify coverage through on-site testing. Redundancy and disaster recovery capabilities are built into the network to ensure reliability and long-term system stability.

Meter Data Management Software
Software system used by utilities to collect, store, validate, process, and analyze data from smart meters. It ensures accurate billing, helps detect issues like leaks or tampering, and supports advanced analytics for better decision-making. MDM acts as a central hub between meter data and other utility systems like billing, customer service, and outage management

System Integration & Software Configuration

Once hardware is in place, Core & Main works with the utility to configure software platforms such as the Sensus Regional Network Interface (RNI) and Sensus Analytics. Our team integrates the AMI system with the utility's billing, customer information, and GIS systems. We assist with the configuration of user roles, device groups, alarms, and custom dashboards to ensure the utility's teams have the tools they need for day-to-day operations and decision-making.

Customer Outreach & Communication

Public engagement is key to AMI success. Core & Main supports utilities by creating a comprehensive communication strategy that includes customer notifications, branded outreach materials, social media content, videos, and FAQs. We also manage customer interactions through VEPO's call center, including scheduling appointments, answering resident questions, and providing ongoing updates during the project.

Training & Utility Staff Enablement
Training is provided to all key utility personnel, including billing, operations, and IT staff. These sessions ensure that utility employees understand the functionality of the AMI system and can use the data to enhance their workflows. For field crews and installers, we provide certification programs to reinforce proper installation techniques and safety protocols. As the system evolves, ongoing training opportunities are available to keep teams up to date.

Ongoing Support & Optimization
After go-live, Core & Main continues to support the utility with performance reviews and system optimization. We monitor read rates, network performance, data quality, and other system metrics to identify areas for improvement. The utility has access to

alerts for conditions such as continuous consumption, leak detection, or tampering. Regular audits and consultations help ensure the AMI system remains efficient and effective over time

CORE & MAIN WATERWORKS PRODUCTS AND RELATED SERVICES:
Core & Main is the leading distributor of waterworks infrastructure products in the United States, offering an extensive portfolio of pipe, valves, fittings, and related solutions to support the construction, maintenance, and rehabilitation of water, wastewater, and stormwater systems. Our nationwide footprint, deep vendor relationships, and decades of industry expertise make us a trusted partner to municipalities, utility contractors, engineers, and public agencies of all sizes. We don't just supply parts—we deliver turnkey support that includes product expertise, logistics, value-added services, and field-level guidance to ensure successful project execution from start to finish.

Pipe, Valves & Fittings (PVF)
Core & Main offers a complete inventory of ductile iron, PVC, HDPE, copper, steel, and specialty pipe for potable water, wastewater, stormwater, and fire protection applications. We stock pipe from all major manufacturers and provide a wide selection of gate valves, butterfly valves, check valves, air release valves, and related appurtenances. Our fittings and restraints meet all industry standards and are available in mechanical joint, push-on, flanged, grooved, or compression styles to accommodate every project need.

Hydrants & Appurtenances
We supply fire hydrants and hydrant accessories from the most trusted manufacturers in the industry. Whether for new installation or system replacement, Core & Main helps utilities select hydrants that meet local specifications and ensures compatibility with existing infrastructure. We also provide breakaway kits, extensions, operating nuts, and maintenance parts to support field crews with ongoing upkeep and emergency response needs.

Water & Sewer Service Materials
Our product offering includes all materials necessary for water and sewer lateral connections, including corporation stops, curb stops, meter setters, copper tubing, service saddles, tapping sleeves, couplings, and compression fittings. We support a full range of sizes and configurations to match utility standards and job site conditions. Our local teams are familiar with jurisdictional requirements and can recommend materials accordingly.

Stormwater Management
Core & Main offers solutions for managing stormwater runoff, erosion control, and drainage infrastructure. This includes high-performance corrugated HDPE and polypropylene pipe systems, precast catch basins and manholes, geotextiles, inlet protection products, and retention/detention systems. Our team can assist in product selection and layout guidance to ensure compliance with local stormwater regulations and long-term performance of the system.

Manholes
Core & Main provides manholes as part of its waterworks and wastewater infrastructure offerings. We supply precast concrete manholes, frames, covers, and accessories used in sewer and stormwater systems. These products are sourced from leading manufacturers to meet municipal and DOT standards.

Fabrication & Customization Services
Our in-house fabrication capabilities allow us to provide custom pipe cutting, grooving, beveling, fusion welding, spool pieces, and prefabricated meter assemblies. We can also deliver assembled vaults, valve boxes, and meter pits ready for field installation. These value-added services reduce labor costs, minimize installation time, and ensure consistent, high-quality results on the job site.

Inventory Management & Jobsite Delivery
With strategically located branches across the country, Core & Main provides responsive local service and maintains a deep inventory to meet fast-paced construction timelines. We offer just-in-time delivery, will-call pickup, and jobsite staging services. Our fleet of delivery vehicles and logistics team ensures that materials arrive when and where they are needed, keeping projects on schedule and within budget.

Technical Expertise & Field Support
Core & Main's waterworks specialists bring decades of field experience and technical product knowledge. We assist with submittals, takeoffs, specification reviews, and product substitutions. Our team works hand-in-hand with engineers, inspectors, and contractors to solve complex problems, identify cost-saving alternatives, and ensure that the right products are used for the right applications.
Emergency Response & After-Hours Support

When emergencies strike, Core & Main is ready to respond. Our emergency service teams are available after hours and on weekends to ensure utilities and contractors have access to critical materials during water main breaks, natural disasters, or infrastructure failures. We maintain a stock of essential items and can mobilize quickly to help restore service with minimal downtime.

Whether it's a small municipal repair or a large capital infrastructure project, Core & Main's waterworks solutions provide the foundation for safe, reliable, and sustainable water systems. From the trench to the treatment plant, we are your trusted partner in building and maintaining the systems that serve our communities

ADVANCED MONITORING SOLUTIONS
Core & Main has developed the industry's first complete solution to help utilities tackle infrastructure challenges through advanced technology and data-driven insights. With this vision, we designed our Advanced Monitoring Solution, engineered to optimize system performance, reduce operational costs, and ensure regulatory compliance. This solution provides utilities with tools to monitor, analyze, and optimize infrastructure, ensuring proactive maintenance, real-time event detection, and long-term sustainability.

These solutions include sensors, data loggers, and remote monitoring devices that detect flow rates, pressure changes, leaks, and water quality issues.

Products Offered
Core & Main partners with leading technology providers to deliver a full suite of advanced monitoring products and systems, including:

1. Smart Water Sensors
- Flow Sensors: Measure real-time flow in pressurized or gravity-fed systems.
- Pressure Loggers & Sensors: Detect pressure fluctuations, transients, and zone-specific anomalies.
- Level Sensors: Monitor water levels in tanks, reservoirs, and wet wells.

2. Leak Detection Devices
- Acoustic Leak Sensors: Installed in distribution mains to continuously listen for and locate leaks.
- Inline Leak Detection Tools: Tools used during proactive maintenance to locate hidden leaks in water mains.

3. Remote Monitoring Solutions
- Data Loggers & Transmitters: Collect and transmit data from remote field devices via cellular, radio, or satellite.
- Cloud-Based Dashboards: Web platforms provide centralized access to all field data, including alarms, trends, and analytics.

4. Sewer & Stormwater Monitoring
- Smart Manhole Covers: Equipped with sensors for level, temperature, and intrusion detection.
- Inflow & Infiltration Monitoring Systems: Track wet weather flows and identify areas of excess infiltration into the sewer system.
- CSO/SSO Monitoring: Detect and alert for combined or sanitary sewer overflows in real time.

5. Water Quality Monitoring
- Multi-Parameter Sensors: Measure parameters like pH, turbidity, chlorine, conductivity, and temperature.
- Event Detection Systems: Analyze water quality data to detect contamination events or anomalies.

6. AMR/AMI Integration
- Many advanced monitoring devices can be integrated into Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) systems, such as Sensus FlexNet, also distributed by Core & Main.

Partner Technologies
Core & Main works with a range of top-tier manufacturers to provide monitoring solutions, including:
- ADS Environmental
- Hach/McCrometer
- Sensus (Xylem)
- eLynx
- Infiniti.ai/FlowWorks
- FCS
- Orbis
- US3
- Halogen

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Core & Main offers a wide range of products and services including water meters, AMI & AMR radios modules, analytics software, pipe, Manholes, covers, valves & fittings, fire protection products, HDPE fusible products, meters, storm drainage solutions, geosynthetics, treatment plant supplies, castings, clamps, couplings & tapping sleeves, irrigation products, pipe accessories, pumps & parts, rental equipment, restraints, service materials, and tools. Their services include meter and AMI/AMR system implementation, fusion services, treatment plant solutions, advanced monitoring solutions, smart metering and analytics, project management, training and technical support, system design and engineering, and assistance with product sourcing and logistics.	*
73	What levels of service (material only, turnkey, other) are being proposed?	We provide a combination of material only as well as turnkey projects depending on the product type and customer need.	*

Table 7B: CATEGORY 1A: Water Collection and Control Products - United States ONLY - Proposers must submit in Category 1 OR Category 2 NOT both - Category 1 responders MAY include Category 2 solutions in their response

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

Line Item	CATEGORY 1A	Requested Equipment	Offered *	Comments	
74	Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	Culverts	○ Yes ◉ No	Equipment that monitors culvert activity is sold by Core and Main.	*
75		Manholes and covers	◉ Yes ○ No	N/A	*
76		Piping and valves	◉ Yes ○ No	N/A	*
77		Equipment, technologies, and services directly related to turnkey solutions for offering in 74-76 above	◉ Yes ○ No	N/A	*

Table 7C: CATEGORY 1B: Water Collection and Control Products - United States AND Canada - Proposers must submit in Category 1 OR Category 2 NOT both - Category 1 responders MAY include Category 2 solutions in their response

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

Line Item	CATEGORY 1B	Requested Equipment	Offered *	Comments	
78	Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	Aerators and storage tanks	○ Yes ◉ No	N/A	*
79		Equipment, technologies, and services directly related to turnkey solutions for offering in 78 above	○ Yes ◉ No	N/A	*

Table 7D: CATEGORY 2: Temporary Dams and Water Barriers - United States AND Canada - Category 2 responders may ONLY offer temporary dams, water barriers and related solutions

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

Line Item	CATEGORY 2	Requested Equipment	Offered *	Comments	
80	Temporary dams and water barriers ONLY	Temporary and emergency dams	○ Yes ◉ No	N/A	*
81		Other water barriers of similar nature intended for controlling water	○ Yes ◉ No	N/A	*
82		Equipment, technologies, and services directly related to turnkey solutions offered above in 80-81	○ Yes ◉ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

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

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

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

- Pricing - Sourcewell Pricing.xlsx - Tuesday April 08, 2025 11:48:22
- Financial Strength and Stability - Financial Strength and Stability.pdf - Monday April 07, 2025 22:50:30
- Marketing Plan/Samples - Marketing Plan and Samples.pdf - Tuesday April 08, 2025 08:08:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Delegation of Signing Authority to Joshua Ordway.pdf - Tuesday April 08, 2025 11:53:01
- Requested Exceptions - Requested Exceptions.docx - Monday April 07, 2025 22:51:47

EXHIBIT A

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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

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

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joshua Ordway, Sr. Manager, Sales , Core & Main LP

EXHIBIT A

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Water_Collection_Control_Products_RFP_040825 Thu March 20 2025 03:58 PM	☑	2
Addendum_3_Water_Collection_Control_Products_RFP_040825 Mon March 17 2025 02:04 PM	☑	1
Addendum_2_Water_Collection_Control_Products_RFP_040825 Thu March 6 2025 03:46 PM	☑	1
Amendment_1_Water_Collection_Control Products_RFP 040825 Thu February 20 2025 01:32 PM	☑	1

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Partial Guaranteed Maximum Price (GMP) Amendment No. 2 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. Owner and Construction Manager have not yet agreed upon a GMP encompassing all costs under the Agreement; however, due to lengthy lead times for certain materials required for the Project, the Owner and Construction Manager have agreed upon a partial GMP for certain materials as described in Exhibit "A" to this Amendment, in the amount of One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60).

FINANCIAL IMPACT:

Funded by Account (40859000-563000-26537) FDEP Grant Agreement L0153 ($2,000,000 State Appropriation).

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

SUGGESTED MOTION:
Motion to approve the Partial GMP Amendment No. 2 to Agreement for CMAR Services for the WRF Equalization Tank with TLC Diversified, Inc.

ATTACHMENTS:
Partial GMP Amendment No. 2 for WRF Equalization Tank with TLC Diversified, Inc.

PARTIAL GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 2
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 Preconstruction Services for CMAR Services for WRF Equalization Tank (the "Agreement"), under which Construction Manager is providing the professional construction management services requisite to the design and construction of the Water Reclamation Facility Equalization Tank (as further defined in the Agreement, the "Project''); and

WHEREAS, on September 23, 2026, the owner and Construction Manager executed Amendment No. 1, a partial GMP for Temporary Equalization Tank Removal in the amount of $218,834.59; 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, Owner and Construction Manager have not yet agreed upon a GMP encompassing all costs under the Agreement; however, due to lengthy lead times for certain materials required for the Project, the Owner and Construction Manager have agreed upon a partial GMP for certain materials as described in Exhibit "A" to this Amendment, in the amount of One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60).

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 Article X of the Agreement, the Owner and Construction Manager establish a Partial GMP for the Materials 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 the Materials described in Exhibit "A", which is attached hereto and incorporated herein by reference, is a total of One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Partial GMP Amendment and marked Exhibits A through E, as follows:

a) *Exhibit A.* Construction Manager's Partial GMP Submittal Breakdown, pages 1 through 3, dated November 9, 2026.

b) *Exhibit B,* Procurement Schedule and Lead Times, pages 4 through 4, dated November 9, 2026.

c) *Exhibit C*. Assumptions & Clarifications made in preparing the Partial GMP, pages 5 through 5, dated November 9, 2026.

d) *Exhibit D.* Plans and Specs Enumeration, pages 6 through 6, dated November 9, 2026.

e) *Exhibit E*. Payment and Performance Bond, pages 1 through 9, dated November 10, 2026.

3. Effect of Partial GMP. This Partial GMP Amendment shall constitute a Partial GMP Amendment and shall supplement and amend the Agreement such that all references to the GMP shall be construed to include the Partial GMP set forth herein, as such Partial GMP may be adjusted pursuant to the terms of the Agreement. Pursuant to the terms of the Agreement, an agreed upon GMP for the remaining Project costs will be provided in a subsequent Amendment.

4. Affirmation. 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 Partial GMP Amendment 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: Nov 9th, 2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

APPROVED AS TO FORM:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A

November 9, 2026

City of Bradenton
Brian Norman, PE, PMP
888 13th Ave E
Bradenton, FL 34208

Re: Construction Management at Risk – WRF Equalization Tank – Early Procurement GMP

Mr. Norman,

Thank you for the opportunity to complete the Guaranteed Maximum Price for the WRF Equalization Tank – Early Procurement GMP project. The GMP has been broken down as follows:

- Subtotal: $1,073,926.61
- Fees and Contingency: $161,088.99
- Total Bid Price: $1,235,015.60

The GMP package includes:

- Guaranteed Maximum Price Breakdown
- Lead Times
- Assumptions & Clarifications
- Referenced Documents
- Quotations for Vendors

Respectfully,

Eric Macek

Guaranteed Maximum Price Breakdown

Line	Item	Item Description	QTY	Unit	Labor	Material	Sub	Equipment	Unit Cost	Total Cost
General Conditions										
	General Conditions									
		General Conditions	1	LS	$ -	$ -	$ -	$ -	$ 21,200.00	$ 21,200.00
		Bond	1	LS	$ -	$ -	$ 10,707.59	$ -	$ 10,707.59	$ 10,707.59
										$ 31,907.59
Early Procurement										
	Material									
		Jet Mixing System	1	LS	$ -	$ 526,440.00	$ -	$ -	$ 526,440.00	$ 526,440.00
		Self-Priming Pumps	1	LS	$ -	$ 248,187.00	$ -	$ -	$ 248,187.00	$ 248,187.00
		Slide Gates & Actuators	1	LS	$ -	$ 95,016.00	$ -	$ -	$ 95,016.00	$ 95,016.00
		Pipe & Valve Package	1	LS	$ -	$ 172,376.02	$ -	$ -	$ 172,376.02	$ 172,376.02
										$ 1,042,019.02
									SUBTOTAL	$ 1,073,926.61
Contingencies										
	Contingencies									
		Owner/TLC Contingency - 5%	1	LS					5%	$ 53,696.33
										$ 53,696.33
Contractor OHP										
	OHP									
		OHP - 10%	1	LS					10.0%	$ 107,392.66
									TOTAL	**$ 1,235,015.60**

EXHIBIT B

Lead Times

Description	Lead Times (Includes Submittal & Review)
Jet Mixing System	30 Weeks
Self-Priming Pumps	34 Weeks
Slide Gates & Actuators	30 Weeks
20" Plug Valves	28 Weeks
30" Plug Valves	28 Weeks
20" MJ Pipe & Fittings	22 Weeks
30" MJ Pipe & Fittings	22 Weeks

EXHIBIT C

Assumptions & Clarifications

1. No AIS/Buy American materials are included in the GMP
2. 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.

EXHIBIT D

Referenced Documents

1. Referenced Documents were used for the basis of this 100% GMP:

   a. 2026.10.02_SITE PLAN EXHIBIT_CITY Marked-up 11.06.26
   b. Technical Specifications October 2026:
      400500 - General Piping Requirements
      400519 - Ductile Iron Pipe
      400551 - Process Valves
      400559 - Slide Gates
      432332 - Self Priming Pump
      465117 - Jet Aeration System

Quotations for Vendors

MIXING SYSTEMS,INC.
Celebrating 25 Years of Excellence
7058 Corporate Way, Dayton, OH 45459-4243
Tel: 937-435-7227
Fax: 937-435-9200
Web site: www.mixing.com • E-mail:mixing@mixing.com

November 3, 2026

REF: City of Bradenton WRF EQ Tank - Section 46 51 17 - Jet Aeration System
MSI REF: 102 FLA 26 Updated November 2026

Dear Bidders:

Dayton, OH based Mixing Systems, Inc. (MSI) is pleased to bid the custom-designed jet aeration system for the EQ tank. As the basis of design, we have worked extensively with the engineer on the design of this project and are confident in a smooth process if awarded the opportunity to work with your team.

SCOPE OF SUPPLY

The system to be supplied by Mixing Systems, Inc. shall consist of one custom designed Cross-type Directional mix Jet aerator model DM2JA44, 1 operating Grundfos 76 HP submersible pump, two Kaeser 30 HP air blowers, all necessary in-tank liquid, and air piping, in-tank backflush system, supports, expansion joints and hardware.

DESIGN SUMMARY

Jet Aerator Information	
Jet Aerators per tank	1
Aerator Model	Cross-type Directional Mix Jet Aerator (DM2JA44)
Jet nozzles per aerator	44 (11 per side)
Solid passing capacity	1.5-inch
Liquid header (pipe) line size	18-inch reducing to 10-inch
Air header (pipe) line size	10-inch reducing to 4-inch
Backflush line size	8-inch
Aerator and piping material of construction	FRP
Supports material of construction	304 Stainless Steel
Recirculation Pump Information	
Recirculation pumps per tank	1 operating
Pump type	Submersible
Pump manufacturer and model	Grundfos
Pump flow rate	8800 GPM
Pump Head	22 ft TDH
Pump BHP	~ 70
Pump Motor nameplate HP	76 HP
Pump material of construction	Cast iron casing with Ductile Iron impeller
Air Blower Information	
Air blowers per tank	2 operating
Blower type	Positive Displacement
Blower Manufacturer and Model	Kaeser model DB236C
Blower flow rate	500 SCFM
Blower pressure based on 20 ft SWD	8.5 PSIG
Blower motor nameplate HP	30 HP

CROSS TYPE DIRECTIONAL MIX JET AERATOR - DM2JA44

One Directional Mix Jet Aerator model DM2JA44 shall be supplied. The aerator will have an 18-inch diameter liquid pipe reducing to 10-inch liquid pipe and a 10-inch diameter air pipe reducing to 4-inch air pipe. The aerator shall have 44 aeration nozzles. The individual air feeds and jet nozzles will be capable of passing 1.5-inch spherical solids. The jet aerator shall end with a 18-inch liquid flange connection to connect with in-tank liquid piping and 10-inch airline flange connection to connect with vertical air piping. For shipping purposes, the aerator shall be shipped in nine completely assembled flanged sections.

The aerators will be constructed of corrosion-resistant, fiberglass-reinforced plastic (FRP). Each aerator will be 100 PSI design with a 100-mil corrosion layer on the interior surface of the headers. The aerator will be constructed of Hetron 922 or Derakane 411 resin. The internals of the jet nozzles shall be lined with a 10-20 mil silicon carbide abrasion barrier. The aerators will be treated for protection against ultraviolet rays.

IN-TANK LIQUID PIPING

All the necessary in-basin liquid piping shall be supplied from the submersible pump discharge flange to the aerator as shown in the enclosed drawings. The liquid piping will be 18-inches in diameter and will be constructed of corrosion resistant Fiberglass reinforced plastic (FRP). The piping shall be connected to the aerator with a flange connection. The piping shall end with a 20-inch flange connection at the Mixing Systems, Inc./Contractor interface.

IN-TANK AIR PIPING

All the necessary in-basin air piping shall be supplied from the top of the tank to the aerator as shown in the enclosed drawings. The airline will be 10-inches in diameter and will be constructed of corrosion resistant Fiberglass reinforced plastic (FRP). Air piping shall be connected to the aerator with a flange connection. Air piping shall end with a 10-inch flange connection at the Mixing Systems, Inc./Contractor interface.

IN-TANK BACKFLUSH SYSTEM

All the necessary in-tank back flush piping from the aerator to top of the tank shall be supplied per the spec. All the piping will be constructed of corrosion resistant, fiberglass reinforced plastic (FRP). The piping header will be 8-inches in diameter. The backflush valve shall be supplied by Mixing Systems, Inc. as part of our scope.

SUBMERSIBLE PUMP

One Grundfos 76 HP submersible pump will be supplied. The pump will be constructed of cast iron casing and Ductile Iron impeller. The pump supplied with a straight-thru elbow, cooling jacket, guide rails, upper guide rail holder, electrical cables and lifting chains. The pump will be supplied with a double mechanical seal. The pump shall have 20” discharge flange connection.

The pump shall be designed to deliver 8800 GPM at 22 ft TDH. The pump is approximately 65+% efficient. The pump shall be supplied with 76 HP, premium efficiency, 460-volt, 900 RPM TEFC motor. Variable Frequency Drives (VFD) for the pumps are not included in Mixing Systems, Inc.’s bid and shall be provided by others if necessary. MSI recommends that these pumps run at constant speed at 60 Hz.

AIR BLOWERS

Two operating Kaeser model DB236C 30 HP positive displacement air blowers will be supplied. The blower is designed to deliver 500 SCFM at 8.5 PSIG. The blower is designed for 20 ft SWD.

All blowers will be supplied with the following accessories:

Inlet filter, Inlet silencer and Discharge silencer
Pressure relief valve and Check valve
A TEFC motor suitable for inverter duty service. VFDs by others if necessary.
Factory mounted, Outdoor design sound attenuation enclosure

EXPANSION JOINTS

One 18-inch expansion joint and three 10-inch expansion joints shall be supplied for liquid piping and one 10-inch expansion joint and three 4-inch expansion joints shall be supplied for air piping to accommodate differential settling and expansion/contraction of the piping. The expansion joints shall be General Rubber Style 1101 single arch expansion joints. The expansion joints shall be constructed of neoprene/nitrile/EPDM tube and 316SS retaining rings. The expansion joints are connected to the piping through flanged connections. Flange hardware and gaskets shall be supplied by MSI.

HARDWARE AND SUPPORTS

In-tank flange hardware shall be 18-8 Stainless Steel and supplied by Mixing Systems, Inc. Neoprene gaskets shall be provided by Mixing Systems, Inc. In-basin aerator supports will be supplied with the jet system. The supports will be made of 304 SS construction. The support will be provided with the clamp mounting hardware. Support legs shall be of adjustable length and will require some field cutting and field welding by the Installation Contractor. The support baseplates shall be anchored or welded to the tank floor. Anchor bolts for installing the supports shall be provided by the installation contractor.

WARRANTY

Mixing Systems, Inc. shall warranty its system for 12 months from start-up operation or 18 months from shipment of the final component, whichever shall occur first. The labor for removal and re-installation for any claim during the warranty period shall be by others.

START-UP ASSISTANCE

2 days of startup assistance and training shall be provided by an MSI-employed representative.

CFD ANALYSIS

Mixing Systems, Inc. shall provide certified computational fluid dynamics (CFD) report for the jet mixing system to demonstrate the mixing performance inside the tank

CLARIFICATIONS

1. Taxes are not included in the quoted price.
2. Bid pricing is based on payment terms of Net 30 days from shipment, with partial billing allowed for partial shipment of system components, unless otherwise noted and agreed. An initial 15% shall be due upon drawing approvals in order to release equipment to fabrication.

3. Prices are valid for 60 days from bid.
4. Equipment shall be released to manufacture upon Engineer drawing submittal approvals.
5. Mixing Systems, Inc. will not be able to store finished, custom manufactured equipment. Equipment shall ship upon readiness for release.
6. Mixing Systems, Inc. shall warranty its system for 12 months from start-up operation or 18 months from shipment of the final component, whichever shall occur first. The contractor shall provide labor for removal and re-installation for any claim during the warranty period.
7. Variable Frequency Drives (VFDs) and or controls are not included/scoped by MSI. By others if necessary.

BID PRICING

The price of the above-described system for **one** tank consists of one (1) Mixing Systems Cross-type Directional mix Jet aerator model DM2JA44 in FRP construction, one (1) Grundfos 76 HP submersible pump, two (2) Kaeser 30 HP air blowers, in-tank liquid and air piping, in-tank backflush system, supports, hardware, expansion joints, freight to the job site, and startup assistance**: $492,000.00**

Thank you for the opportunity to provide a bid for this project. We look forward to working with you.

Very truly yours,
Vilas Sarsani, PE
Mixing Systems, Inc.
Phone: 937.435.7227
Email: vilas@mixing.com | Web: www.mixing.com

Hudson
Pump & Equipment
A Division of Tencarva Machinery Company
3524 Craftsman Boulevard, Lakeland, FL 33803
Phone (863) 665-7867 Fax (863) 667-2951

PROPOSAL/CONTRACT

TO: TLC Diversified **DATE:** 11/2/26

PROJECT: City of Bradenton WRF EQ Tank - Gorman Rupp Pumps

Hudson Pump & Equipment agrees to sell to Purchaser and Purchaser agrees to purchase from Hudson Pump & Equipment the products as described below:

I. EQUIPMENT DESCRIPTION:

Section 432332 – Self Priming Pump

Gorman Rupp Package to include the following**:**
Qty 5. Gorman Rupp Self Priming Centrifugal Pumps, Super T Series Model T10A3S-B, each rated for 1910gpm @ 31ft. TDH, in grey iron construction with Ductile Iron impeller, cartridge type mechanical seal, with a 30hp/1800rpm TEFC motor, 3/60/230-460V, belt driven with guard. mounted on individual fabricated steel baseplates. Includes factory performance test.

TOTAL PRICE for above listed Gorman Rupp Pumps, $216,450.00 (freight included)

II. APPLICABLE SPECIFICATIONS:

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering.
Section 432332 Self Priming Pump

III. COMMENTS AND CLARIFICATIONS:

1. Controls by others
2. Taxes are not included.
3. Anchor bolts are by others.
4. Includes manufacturers' standard warranty.

IV. BID VALIDITY: This bid is valid for 30 days unless withdrawn by seller in writing and is based upon equipment release for manufacture within 90 days and shipment upon completion or within 10 days of test curve submittal.

V. ESCALATION: Material surcharges and escalation will apply to all orders not released for manufacturing and shipment within 90 days of the quote date.

VI. TERMS OF PAYMENT: 100% net cash 30 days with credit approval. **A 2% processing fee shall be added to all credit card payments.** A late charge of 1.5% per month shall be added to all unpaid balances. The Purchaser shall pay all attorneys fees and collection charges for any late payments. If shipment is delayed by the purchaser, the date of readiness for shipment shall be deemed the date of shipment for payment purposes. Payments shall be prorated as shipments go forward. Full payment is required before equipment start-up. Payment is not contingent upon Purchaser's receipt of payment from others.

VII. TAXES: No taxes are included.

VIII. TITLE AND FREIGHT: F.O.B. Factory, Freight Allowed to Jobsite.

IX. PAINT: The pumps & motors will be coated with manufacturers standard paint. Field finish coats will be by others.

X. SERVICE: 5 trips for 5 days of service for inspection, start-up and training on are included at no charge. For additional service, add $1,500 per day plus expenses.

XI. EXCLUDED ITEMS: The following items are **not** included:
Installation, alignment, soleplates, templates, anchor bolts, standard tools, lubricants, gauges and any other items not specifically listed in this proposal.

XII. TERMS AND CONDITIONS: This proposal is quoted on the standard terms, conditions and warranty of the manufacturers and per the attached. Hudson Pump & Equipment assumes no liability for liquidated damages, consequential damages and/or removal and reinstallation charges.

XIII. SHIPPING DATE: 4-6 weeks for submittal preparation.
20-24 weeks for manufacture after approval and release to production.

XIV. TOTAL PRICE, FREIGHT INCLUDED ……..$_____

XV. SIGNATURES

By _____ (Signature)	Accepted By _____ (Signature)
_____ (Name)	_____ (Name)
Account Manager (Title)	_____ (Title)
Hudson Pump & Equipment (Company	_____ (Company)
_____ (Date)	_____ (Date)

Suction and discharge gauge kit that can be mounted directly at the pump for better results and testing.
$1,100.00 each kit (1 kit per pump package per
attached data sheet)

HUDSON PUMP & EQUIPMENT TERMS AND CONDITIONS

WARRANTY - Company warrants title to the product(s) and, except as noted with respect to items not of Company's manufacturer, also warrants the product(s) on date of shipment to Purchaser, to be of the kind and quality described herein, and free of defects in workmanship and material. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE PRODUCT(S).

If within one year from date of initial operation, but not more than eighteen months from date of shipment by Company of any item of product(s), Purchaser discovers that such item was not as warranted above and promptly notifies Company in writing thereof, Company shall remedy such nonconformance by, at Company's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it. Purchaser agrees to notify Company, in writing, of any apparent defects in design, material or workmanship, prior to performing any corrective action back chargeable to the Company. Purchaser shall provide a detailed estimate of the material, labor costs associated with proposed remedy for expeditious review and approval by the Company.

ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY THE COMPANY IS NOT WARRANTED BY COMPANY and shall be covered only by the express warranty, if any, of the manufacturer thereof.

THIS STATES PURCHASER'S EXCLUSIVE REMEDY AGAINST COMPANY AND ITS SUPPLIERS RELATING TO THE PRODUCT(S) WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. Company and its suppliers shall have no obligation as to any product which has been improperly stored or handled, or which has not been operated or maintained according to instructions in Company or supplier furnished manuals.

NUCLEAR - Purchaser represents and warrants that the product(s) covered by this contract shall not be used in or in connection with a nuclear facility or application.

NONCANCELLATION - Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except on mutually acceptable terms.

DELAYS - If Company suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure to act of government, act or omission of Purchaser, fire flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give to Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

STORAGE - Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes which affect Purchaser's ability to receive the product(s), may be placed in storage by Company for Purchaser's account and risk.

TITLE AND INSURANCE - Title to the product(s) and risk of loss or damage shall pass to Purchaser at the f.o.b. point, except that a security interest in the product(s) and proceeds and any replacement shall remain in Company, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

LIMITATION OF LIABILITY - Neither Company nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for incidental, indirect, or special or consequential damages, or for any other loss or cost of similar type, or for claims by Purchaser for damages of Purchaser's customers. Likewise, Company shall not, under any circumstances, be liable for the fault, negligence, or wrongful acts of Purchaser or Purchaser's employees, or Purchaser's other contractors or suppliers.

IN NO EVENT SHALL COMPANY BE LIABLE IN EXCESS OF THE SALES PRICE OF THE PART(S) OR PRODUCT FOUND DEFECTIVE.

GENERAL - (a) Company will comply with all laws applicable to Company. Compliance with OSHA or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Purchaser. (b) The laws of the State of Florida shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part, without giving effect to any rules governing the conflict of laws. (c) This document and any other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Unless otherwise specified, any reference to Purchaser's order is for identification only. Assignment may be made only with written consent of both parties.

ACCEPTANCE - The determination of compliance with performance guarantees will be based on results of factory tests under controlled conditions with calibrated instruments and tested per standards of the Hydraulic Institute.

CONTROLLING PROVISIONS - These terms and conditions shall control with respect to any purchase order or sale of the Company's products. No waiver, alteration or modification of these terms and conditions whether on Purchaser's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of the Company.

$75k with Rotork Actuator

Total with Start-up - $88,800.00

November 2, 2026

5400 International Trade Drive
Richmond, VA 23231 - USA
(800) 362 - 9041

To: All Bidding Contractors.
FTA: Estimating Department or Project Manager.

Re: Brandenton, FL
Specification: None
Alfa Laval Quote No.: 10062026

Dear Gentlemen,

We are pleased to offer our bid, for the supply of the specified Coplastix Sluice Gate(s) to meet the intent and fulfill the requirements as detailed in the specification, based upon our Coplastix Design. We also include our **Ten-Year Warranty**, which is and has proven to be a great attribute to the longevity and quality of our equipment. The Coplastix equipment offered comes complete, ready for installation by the contractor unless noted otherwise. If you disagree with the take-off contained herein, you must advise us.

1. FRAME.
316SS, 5/16 minimum thickness, frames are wall mounted against a 1" nominal grout base, no thimbles or flanges are needed or included.

2. SEALS
Sluice gates frames shall be fitted with fixed sealing faces that are mounted in the frame sides. Seals shall be molecularly incompatible with the Disc face and shall have a coefficient of friction of 0.10 or less.

3. DISCS
Shall be manufactured from suitably reinforced composite plastic materials. The outer skin material shall have a minimum thickness of 1/8" and is non-toxic, ultra-violet light stabilized. The internal steel reinforcing members shall be designed to adequately withstand the hydraulic forces and/or the mechanical operating loads that will be imposed upon the Disc. The Disc shall be designed for a deflection of less than 1/1000 of the span (Width of Opening/1000).

4. LEAKAGE RATES
Per Specification (AWWAC563), no factory water testing will be performed as site testing will need to be done and passed, normal factory inspection and certification report issued.

Item #1 EQ Diversion Weir Box

Qty.:	One (1)
Size:	48" x 54"
Gate:	Wall mounted Coplastix Weir Gate, suitable for Door Depth on & off Head pressure. Invert to floor 54" approx.
Operator:	Electric Actuator (provided by others) assembly mounted on a frame-mounted pedestal.
Stem:	Rising 316 stainless steel.

Item #2 Emergency Overflow Weir Box

Qty.:	One (1)
Size:	60" x 48"
Gate:	Wall mounted Coplastix Weir Gate, suitable for Door Depth on & off Head pressure. Invert to floor 48" approx.
Operator:	Electric Actuator (provided by others) assembly mounted on a frame-mounted pedestal.
Stem:	Rising 316 stainless steel.

NOTES AND EXCEPTIONS:

A. Equipment offered is Coplastix Standard Design.
B. Alfa Laval excludes grout, packers, etc.
C. Adhesive anchor bolts (if required): 316SS hardware, included. Adhesive by others.
D. **No Service Included.** If needed, see service terms.
E. **No operator included.**

DO NOT assume any item not listed above is included in our proposal.

$75k with Rotork Acuator

~~**Total Price = $82,250**~~

Contact (MTS Environmental) Tel # (321) 299-2395 for pricing.
F.O.B. Houston, Texas, FFA to job site. **NO TAXES INCLUDED.**

~~**Adder for Roxa Electric Acuators: $170,000**~~

Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval, Inc. shall be installed by others.

Taxes:

The quoted price does not include any local, state, or federal taxes, permits or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.

For the gates it's $7,600 for a trip and 1 day onsite, $2,200 for each additional day. For the actuator, they are $2,000 per day.

$13,800 for startup

Total with Start-up - $88,800.00

Proposal Acceptance:

This proposal is offered for acceptance within thirty (30) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Letter of Intent or Purchase Order and notice to proceed within this thirty (30) day period and the review and return of submittal drawings to Alfa Laval within thirty (30) days. Delays caused by slow return of submittals and/or other manufacturing delays caused by the contractor, owner, owner's agent, or engineer may result in additional charges of 1% per month for such delays or part thereof.

Submittal Drawings (2 to 3 weeks from receipt of written Purchase Order)

Mechanical submittal and drawings on the preceding equipment will be submitted in accordance with the required delivery date of the equipment and after receipt of a firm purchase order.
Note: A purchase order signed by both Alfa Laval, Inc. and the purchase order originator must be executed prior to any submittal being forwarded.

Shipment:

Shipment on the preceding equipment can be made within twenty (20) to twenty-two (22) weeks from receipt of approved submittals.

Payment Terms:

100% net 30 days (subject to credit approval) and as such no provision for retainage will be allowed under the terms of this project. These payment terms are not contingent upon payment from owner to Purchaser. Shipments such as embedded metal or partial items will be invoiced as shipped on a prorated price to be determined by Alfa Laval, Inc.
If Purchaser delays shipment, Alfa Laval, Inc. may invoice and pass title to the Purchaser; Purchaser agrees to remit the amount due at the times stated, as if the equipment had shipped. All costs of storage shall be at the Purchaser's expense.

Escalation Charges:

In the event that delivery of equipment cannot be made on the scheduled delivery date agreed upon between Alfa Laval and buyer and as evidenced by the terms of the contract, due to buyer delay, Alfa Laval reserves the right to assess reasonable escalation charges to the project at the rate of 1% per month of the contract value for each month that the project is delayed.

Terms:

Alfa Laval's Standard Terms and Conditions are enclosed and apply in their entirety. All applicable sales, use or other taxes are to be paid by buyer. If any taxes are to be paid by seller, the quotation price shall automatically be increased by the same amount. Failure to pay invoices

promptly when due nullifies Alfa Laval, Inc. obligation to perform work under warranty, installation and start-up in a timely manner.
The contractor explicitly agrees that subject to acceptance by the consulting engineer and/or the owner, Alfa Laval, Inc. may substitute a stand-by letter of credit in lieu of cash retainages required in the plans and specifications and contract documents, and 100% of the cash released by such acceptance will flow through immediately to Alfa Laval, Inc. All orders are subject to credit approval prior to acceptance of contract and/or purchase order.

General Notes:

There is no provision included in the quoted price, unless noted, for field erection supervision, tests, inspections, or adjustment of equipment. If factory representative is required for any of these services, please refer to "Service Terms" enclosed. The equipment offered by Alfa Laval, Inc. is our standard design, materials, and manufacture. In the event that these items of equipment are subject to any alteration in design or materials or manufacture by the contractor, owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

We wish to thank you for the opportunity of offering this proposal. Should you have any questions, please feel free to contact our representative or us noted below.

Sincerely,

Doug Thomas

Doug Thomas
Business Development Manager Fluid Control

cc. MTS Environmental (Wade Wood), Alfa Laval Local Representative

McDade Waterworks, Inc.
Post Office Box 16039 - Tampa, FL 33687-6039
(813) 740-1144 - FAX (813) 627-9387

November 4, 2026

Serving the Water & Wastewater Plant Industry for over 35 Years

TLC Diversified
Attn: Eric Macek

ESTIMATED LEAD TIME ON VALVE 18-20 WEEKS
ESTIMATED LEAD TIME ON DIP 14-16 WEEKS

☑ Net Price
☐ Cuts to follow (See

Project Name: Bradenton WRF EQ Tank CMAR
McDade Project #: N/A
Bid Date: N/A
Addendum: N/A
AIS, BABAA, WIFIA, Florida Statutes 255.0993, or Domestic Requirement - No
NSF/ANSI 61 and / or NSF/ANSI 372 Requirement - No

QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT $	EXT $
		20" EQ PUMP SUCTION - BURIED			
1	20" X 19'-00"	PE X WC X PE CLASS 53 DIP (401 LINED, PC) (CTSIF)	1981	$11,017.50	$11,017.50
1	20"	MJ 100% PORT PLUG VALVE W/ WORM GEAR & 2" OP NUT, FBE IN/OUT, HOLIDAY FREE		$15,000.00	$15,000.00
1	19" - 22"	CI ADJUSTABLE VALVE BOX W/ LID FOR SEWER (IMPORT)		$99.23	$99.23
1	03"	ROUND BRASS ID DISC W/ CONCRETE ANCHOR		$31.25	$31.25
0	20"	C153 MJ 22-1/2 BEND (401 LINED, BC)	310	$2,724.92	$0.00
1	20"	C153 MJ 90 ELL (401 LINED, BC)	305	$3,276.54	$3,276.54
1	20" X 07'-00"	FLG X WC X PE CLASS 53 DIP (401 LINED, PC) (CONTRACTOR TO VERIFY LENGTH)	773	$5,403.13	$5,403.13
6	20"	MEGALUG W/ BLUE FLUOROPOLYMER COATED ACCY SET FOR DIP	86.6	$557.54	$3,345.24
		20" EQ PUMP DISCHARGE - BURIED			
0	20" X 10'-00"	FLG X PE CLASS 53 DIP (401 LINED, PC) (CONTRACTOR TO VERIFY LENGTH)	1025	$6,478.33	$0.00
0	20"	C153 MJ 45 BEND (401 LINED, BC)	305	$2,621.92	$0.00
0	20" X 20"	C153 MJ LATERAL WYE (401 LINED, BC)	1525	$14,729.58	$0.00
2	20"	MJ 100% PORT PLUG VALVE W/ WORM GEAR & 2" OP NUT, FBE IN/OUT, HOLIDAY FREE		$15,000.00	$30,000.00
2	19" - 22"	CI ADJUSTABLE VALVE BOX W/ LID FOR SEWER (IMPORT)		$99.23	$198.46
2	03"	ROUND BRASS ID DISC W/ CONCRETE ANCHOR		$31.25	$62.50
0	20"	C153 MJ 90 ELL (401 LINED, BC)	305	$3,276.54	$0.00
0	20" X 19'-06"	FLG X PE CLASS 53 DIP (401 LINED, PC) (@ HEADWORKS) (CONTRACTOR TO VERIFY LENGTH)	1894	$11,658.47	$0.00
0	20" X 19'-06"	FLG X PE CLASS 53 DIP (401 LINED, PC) (@ SPLITTER BOX) (CONTRACTOR TO VERIFY LENGTH)	1894	$11,658.47	$0.00
0	20"	RESTRAINED JOINT CLASS 250 DIP (401 LINED, BC)	77.8	$228.98	$0.00
6	20"	MEGALUG W/ BLUE FLUOROPOLYMER COATED ACCY SET FOR DIP	86.6	$557.54	$3,345.24
0	20"	C153 MJ CAP WITH 2" TAP (401 LINED, BC)	148	$1,831.69	$0.00
2	20"	C153 MJ PLUG W/ 2" TAP (401 LINED, BC)	153	$2,205.34	$4,410.68
		SCREENED RAW SEWAGE FROM HEADWORKS TO EQ TANK			
1	30" X 06'-00"	PE X WC X PE CLASS 53 DIP (401 LINED, PC) (@ WEIR BOX / HEADWORKS) (CONTRACTOR TO VERIFY LENGTH)	0	$6,832.22	$6,832.22
1	30"	C153 MJ 90 ELL (401 LINED, BC)	1610	$7,462.60	$7,462.60
1	30"	MJ 100% PORT PLUG VALVE W/ WORM GEAR & 2" OP NUT, FBE IN/OUT, HOLIDAY FREE		$46,508.89	$46,508.89

QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT $	EXT $
1	19" - 22"	CI ADJUSTABLE VALVE BOX W/ LID FOR SEWER (IMPORT)		$99.23	$99.23
1	03"	ROUND BRASS ID DISC W/ CONCRETE ANCHOR		$31.25	$31.25
0	42" X 42"	C153 MJ LATERAL WYE (401 LINED, BC)	9900	$74,603.18	$0.00
0	42" X 20"	C153 MJ CONCENTRIC REDUCER (401 LINED, BC)	0	$13,704.94	$0.00
0	20"	MJ 100% PORT PLUG VALVE W/ WORM GEAR & 2" OP NUT, FBE IN/OUT, HOLIDAY FREE		$15,000.00	$0.00
0	19" - 22"	CI ADJUSTABLE VALVE BOX W/ LID FOR SEWER (IMPORT)		$99.23	$0.00
0	03"	ROUND BRASS ID DISC W/ CONCRETE ANCHOR		$31.25	$0.00
0	20"	C153 MJ 90 ELL (401 LINED, BC)	305	$3,276.54	$0.00
0	20" X 10'-00"	PE X WC X PE CLASS 53 DIP (401 LINED, PC) (@ WEIR BOX / HEADWORKS) (CONTRACTOR TO VERIFY LENGTH)	1157	$6,110.00	$0.00
0	42" X 06'-00"	PE X WC X PE CLASS 53 DIP (401 LINED, PC) (@ EQ TANK) (CONTRACTOR TO VERIFY LENGTH)	0	$11,900.42	$0.00
20	20"	RESTRAINED JOINT CLASS 250 DIP (401 LINED, BC)	77.8	$228.98	$4,579.60
20	30"	RESTRAINED JOINT CLASS 250 DIP (401 LINED, BC)	258.33333	$431.69	$8,633.80
0	20"	MEGALUG W/ BLUE FLUOROPOLYMER COATED ACCY SET FOR DIP	86.6	$557.54	$0.00
0	42"	MEGALUG W/ BLUE FLUOROPOLYMER COATED ACCY SET FOR DIP	540.6	$3,504.72	$0.00
0	42"	C153 MJ CAP WITH 2" TAP (401 LINED, BC)	893	$11,532.57	$0.00
2	30"	C153 MJ PLUG W/ 2" TAP (401 LINED, BC)	1067	$5,255.86	$10,511.72
1	LUMP SUM	FREIGHT TO JOB SITE		$250.00	$250.00
		TOTAL THIS BID ITEM - TAX NOT INCLUDED			**$161,099.08**

Notes:

1 **All Ductile Iron MJ Fitting Quoted C153 (Compact)**
2 **All Fitting and Valves Quoted Less Accessories**
3 **All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated**
4 **All Ductile Iron Pipe and Fitting Quoted Cement Lined**
5 **All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced**
6 **Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc. will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.**
7 **McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages, tariffs, and/or further "Force Majeure" declarations by manufacturer(s) or US government. McDade Waterworks, Inc will not be responsible for industry price changes, shortages, or tariffs beyond our control.**

***** DISCLAIMER:***
McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.

Confidentiality. Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext. stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days
FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell

ACRISURE
A member of Nielsen & Company Group
4380 St. Johns Pkwy, Ste. 110, Sanford, Florida 32771
(407) 330-3990 / FAX: (407) 330-3949

November 10, 2026

City of Bradenton
Brian Norman, PE, PMP
888 13th Ave E
Bradenton, FL 34208

Principal: TLC Diversified, Inc.
Bond No.: 548257H
Project: CONSTRUCTION MANAGEMENT AT RISK PRECONSTRUCTION SERVICES FOR CMAR SERVICES FOR WRF EQUALIZATION TANK, Bradenton, FL
Amount $1,235,015.60

To Whom it May Concern:

The copy of the contract we received for the above referenced project was not dated. Accordingly, we could not date the bonds as the bonds can't predate the contract.

Please accept this letter as your authority to date the bonds and attached powers of attorney concurrent with the contract date. ***Once dated, please EMAIL a copy of the bonds to Donald Bramlage <dbramlage@acrisure.com> so that we can activate the bond coverage.***

Please do not hesitate to contact us if you have any questions in this regard.

Sincerely,
Westfield Insurance Company

Don Bramlage
Attorney in Fact & Licensed Florida Agent

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:	**548257H**
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:	**$1,235,015.60**
CONTRACT NO.: (If applicable)	
DESCRIPTION OF WORK:	**CONSTRUCTION MANAGEMENT AT RISK PRECONSTRUCTION SERVICES** **FOR CMAR SERVICES FOR WRF EQUALIZATION TANK**
PROJECT LOCATION:	**Bradenton, Florida**
LEGAL DESCRIPTION: (If applicable)	**CONSTRUCTION MANAGEMENT AT RISK PRECONSTRUCTION SERVICES** **FOR CMAR SERVICES FOR WRF EQUALIZATION TANK**

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

PERFORMANCE BOND

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: **One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60)**
Description (*Name and Location*): **CONSTRUCTION MANAGEMENT AT RISK PRECONSTRUCTION SERVICES FOR CMAR SERVICES FOR WRF EQUALIZATION TANK**

BOND
Bond Number: **548257H**
Date (*Not earlier than Effective Date of Agreement*):

Amount: **One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60)**
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: _____	By: _____
Signature	Signature (Attach Power of Attorney)
BENJAMIN NOWAKOWSKI	**Don Bramlage**
Print Name	Print Name
CFO	**Attorney-In-Fact & Florida Resident Agent**
Title	Title
Attest: _____	Attest: **see attached power of attorney**
Signature	Signature
Controller	**see attached power of attorney**
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):	**Agency: Acrisure** **4380 St. Johns Pkwy., Ste. 110** **Sanford, Florida 32771 - Inquiries: 407 330 3990**

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: **One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60)**
Description *(Name and Location)*: **CONSTRUCTION MANAGEMENT AT RISK PRECONSTRUCTION SERVICE FOR CMAR SERVICES FOR WRF EQUALIZATION TANK**

BOND
Bond Number: **548257H**
Date (*Not earlier than Effective Date of Agreement*):
Amount: **One Million Two Hundred Thirty Five Thousand Fifteen Dollars and Sixty Cents ($1,235,015.60)**
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)
BENJAMIN NOWAKOWSKI	**Don Bramlage**
Print Name	Print Name
CFO	**Attorney-In-Fact & Florida Resident Agent**
Title	Title
Attest: _____	Attest: **see attached power of attorney**
Signature	Signature
Controller	**see attached power of attorney**
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.

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

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**- - - -

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 26-79 - Revised Surplus Property Inventory List - PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
On September 30, 2026, City Administration received a Notice of Termination of the Master Development & Purchase Agreement dated July 24, 2024 from counsel for Vias at Bradenton, LLC as the parties were unable to agree on various matters required under the Agreement.

Since that time, City Administration has been conferring with legal counsel for the City, Nabors, Giblin & Nickerson, as to the legal implications of the Notice of Termination and the City's requirements in moving forward with a sale of the City Centre site. As the original solicitation for proposals to purchase the property was done prior to the City's Adoption of the Disposition of City Owned Property Policy (Resolution 23-45 adopted on August 23, 2023), the City Centre site was not added to the surplus property inventory list previously.

Legal counsel has advised that since the Master Development & Purchase Agreement with Vias at Bradenton, LLC has determined, that under our existing Policy we must first declare the property as surplus and no longer needed for a public purpose prior to moving forward with advertising the City's notice of intent to sell surplus property and to seek requests for proposals.

City Administration has prepared the required Notice of Considered Disposition and Invitation to Offer Proposals and will advertise the same in the Bradenton Herald as required by F.S. 163.380(3)(a) and the City's Policy. The Notice will also be posted on the City's website.

FINANCIAL IMPACT:
Dependent on offers and transactional proposals received in response to Notice of Invitation to Offer Proposals.

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

SUGGESTED MOTION:
Motion to approve Resolution 26-79 and authorize City Administration to proceed with advertisement of Notice of Considered Disposition: Invitation to Offer Proposals for Purchase of Real Property on the City Centre site, pursuant to Section 163.380(3)(a) of the Florida Statutes.

ATTACHMENTS:
Resolution 26-79
Notice of Considered Disposition

CITY OF BRADENTON
RESOLUTION NUMBER 26-79

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

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

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

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

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

WHEREAS, City Council approved and adopted Resolution 26-61 revising the inventory list at the July 22, 2026 City Council meeting; and

WHEREAS, the City Administration Department has identified a 4.00 +/- acre portion of a larger, approximately 5.64 acre parent sited listed with the Manatee County Property Appraiser's Office as: Parcel #3294300003 and Parcel #3291200008, as surplus and no longer needed for a public purpose. Said property is currently improved by the Bradenton City Hall and Bradenton Police Department;

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

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

1. The City of Bradenton hereby approves and adopts the inventory list attached as Exhibit "A" as surplus, repealing and replacing the inventory list adopted pursuant to Resolution 26-61 and directs City staff to make the list publicly available for disposition.
2. The real properties identified in the inventory list attached as Exhibit "A" may be offered for sale, subject to the discretion of the City Council to consider any offers received in the best interests of the City and to reject any and all offers.
3. This Resolution shall repeal and replace Resolution 26-61 and all other prior resolutions,

or portions thereof, in conflict herewith, to the extent of such conflict.

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18TH DAY OF NOVEMBER, 2026.

ATTEST:

_____

Tamara Melton
CITY CLERK

_____

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

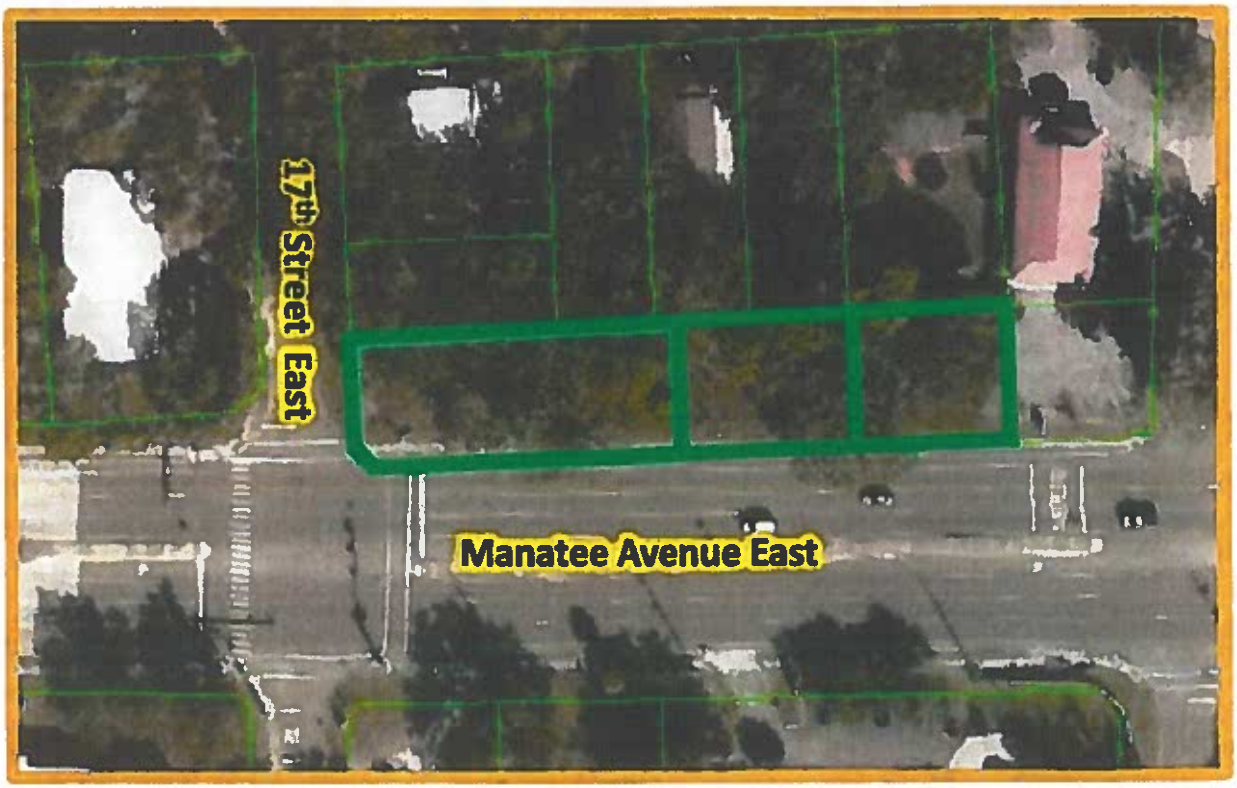
Scott Rudacille
CITY ATTORNEY

#14, 15, 16

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

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





#75

Shuffleboard Courts/Vacant Land

1525 Ballard Park Drive
Bradenton, FL

PID# 3365800055; 1.6644 acres mol



#176

Vacant Lot

1403 Ballard Park Drive

Bradenton, FL

PID #3365800159, 0.3714 acres mol



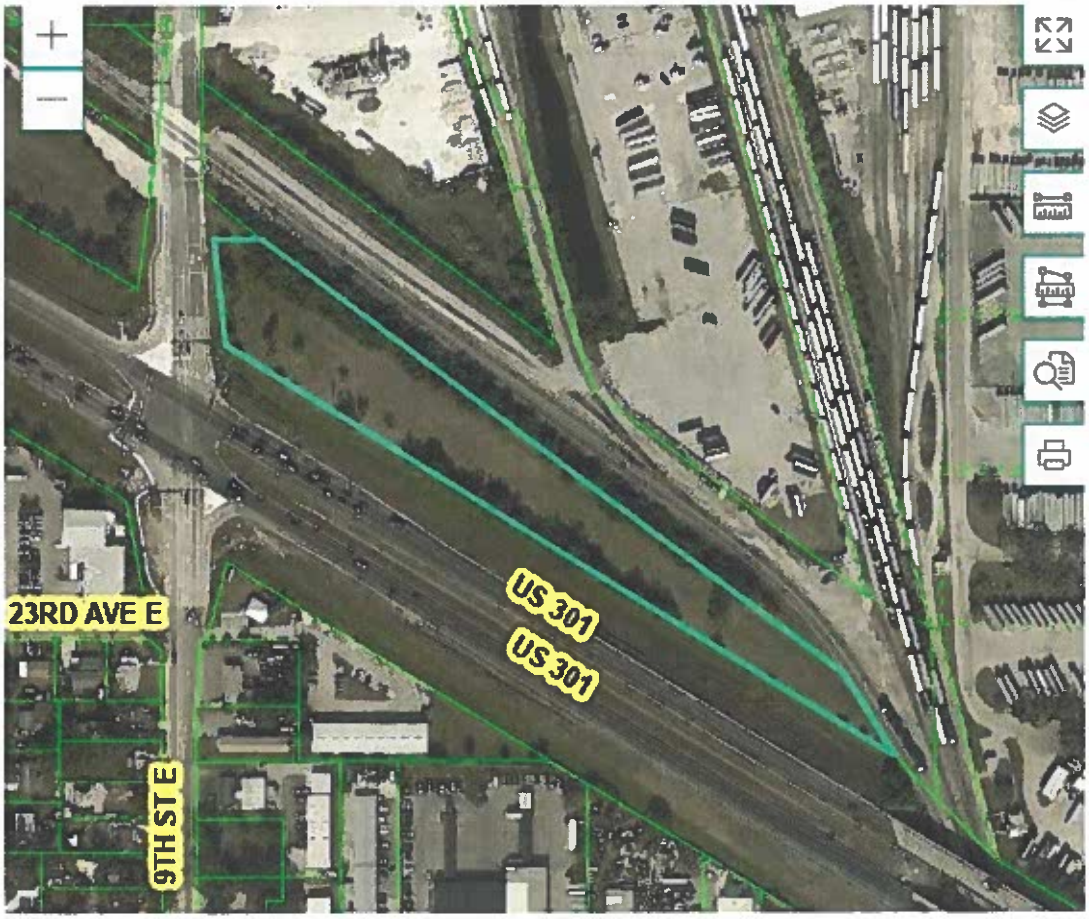


Vacant Lot

2115 9th ST E

Bradenton, FL

PID# 4687900059; 4.0800 acres mol



Taylor Road Property

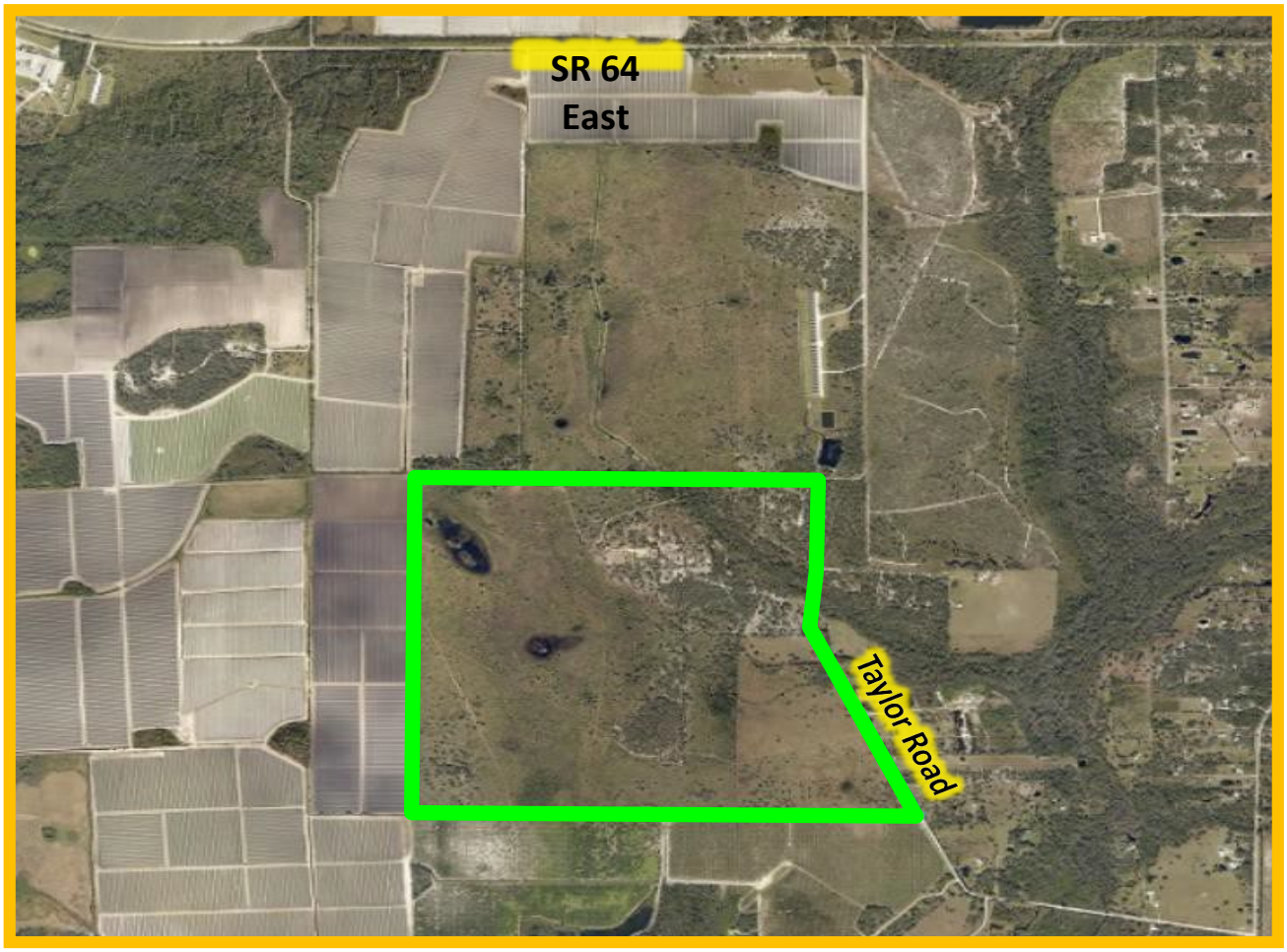
Myakka City Area – Unincorporated Manatee County

Vacant Land

PID # 160900007

653.46 acres mol

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



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

LEGAL DESCRIPTION:

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

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

TRACT CONTAINS 70.0 ACRES, MORE OR LESS.

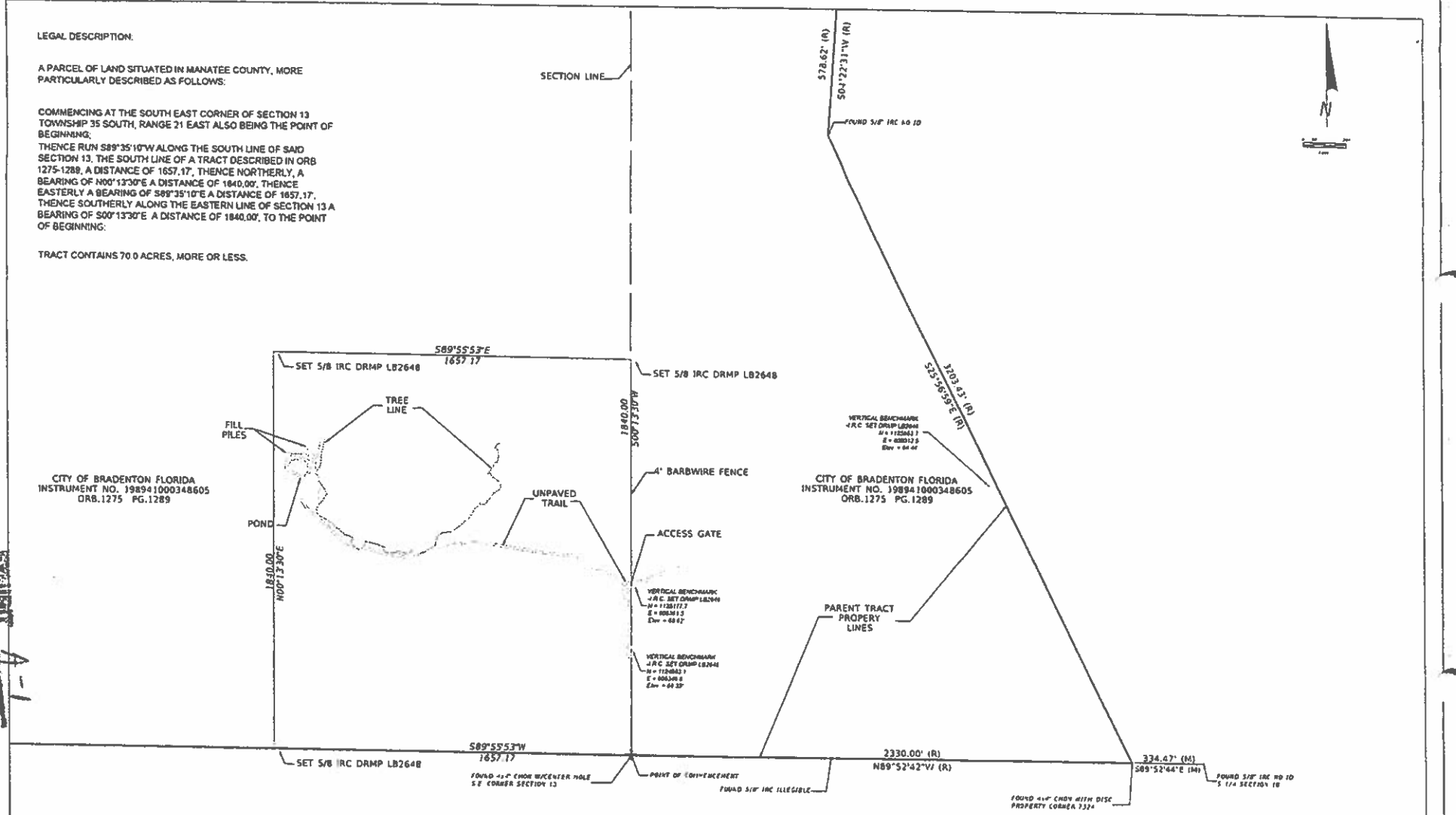


EXHIBIT A-1

REVISIONS	REVISED BY	CHECKED BY	DATE	REVISIONS	REVISED BY	CHECKED BY

IF THIS BAR DOES NOT MEASURE 1" THIS COPY OF THIS DOCUMENT IS NOT TO SCALE

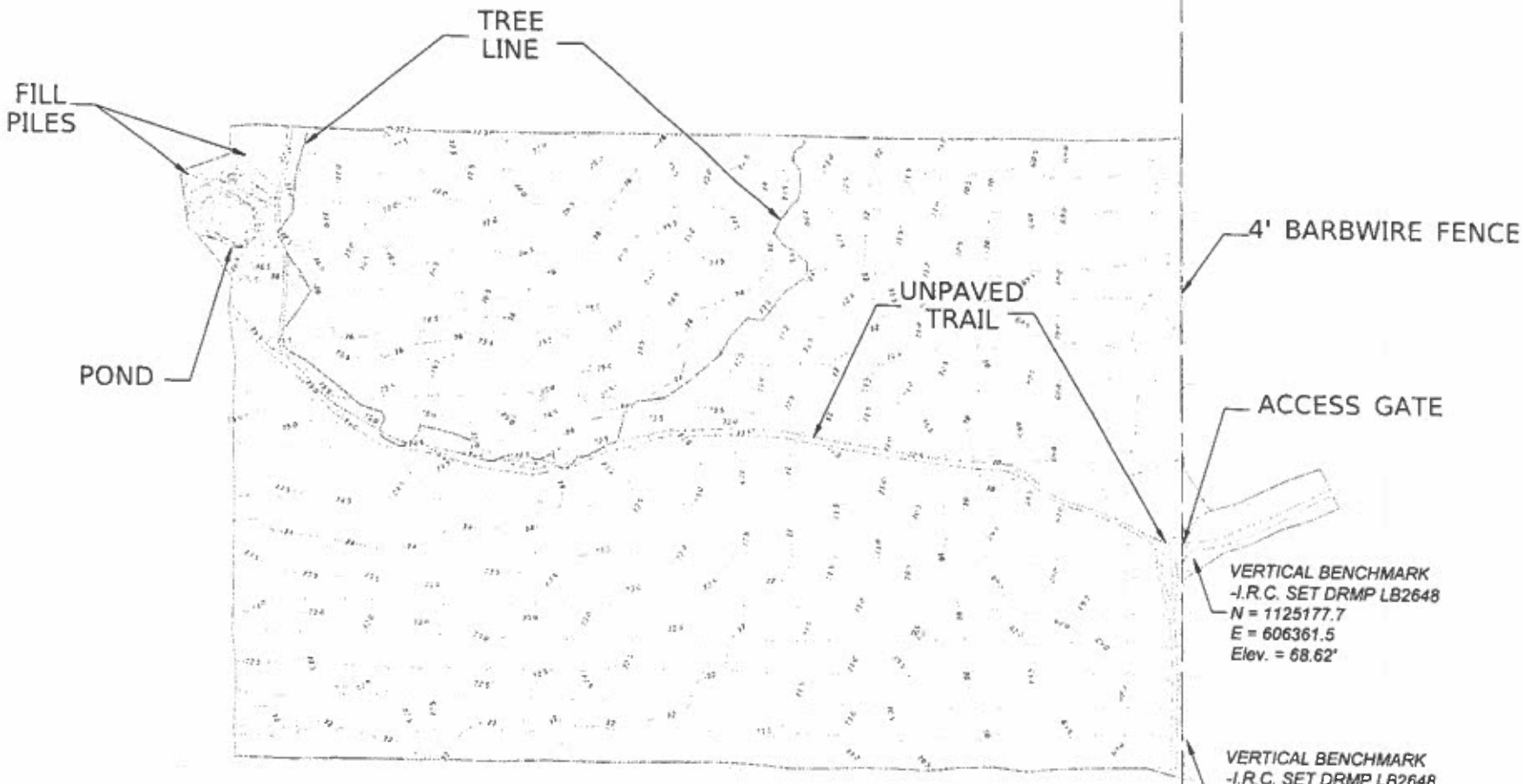
FIELD BY	DF & LH	01/31/2023
DRAWN BY	MAC	02/03/2023
CHECKED BY	JMC	02/07/2023
FIELD BOOK(S)	LH & DF 21	
PAGE(S)	43-53 ; 38-39	
FILE: SURVEYDRMP		

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

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

MANATEE COUNTY FLORIDA

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



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

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

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

DESCRIPTION: ACCESS PARCEL

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

CONTAINING 5.29 ACRES, MORE OR LESS.

SURVEYORS NOTES:

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

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

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

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

SEPTEMBER 5, 2024
DATE OF CERTIFICATE

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

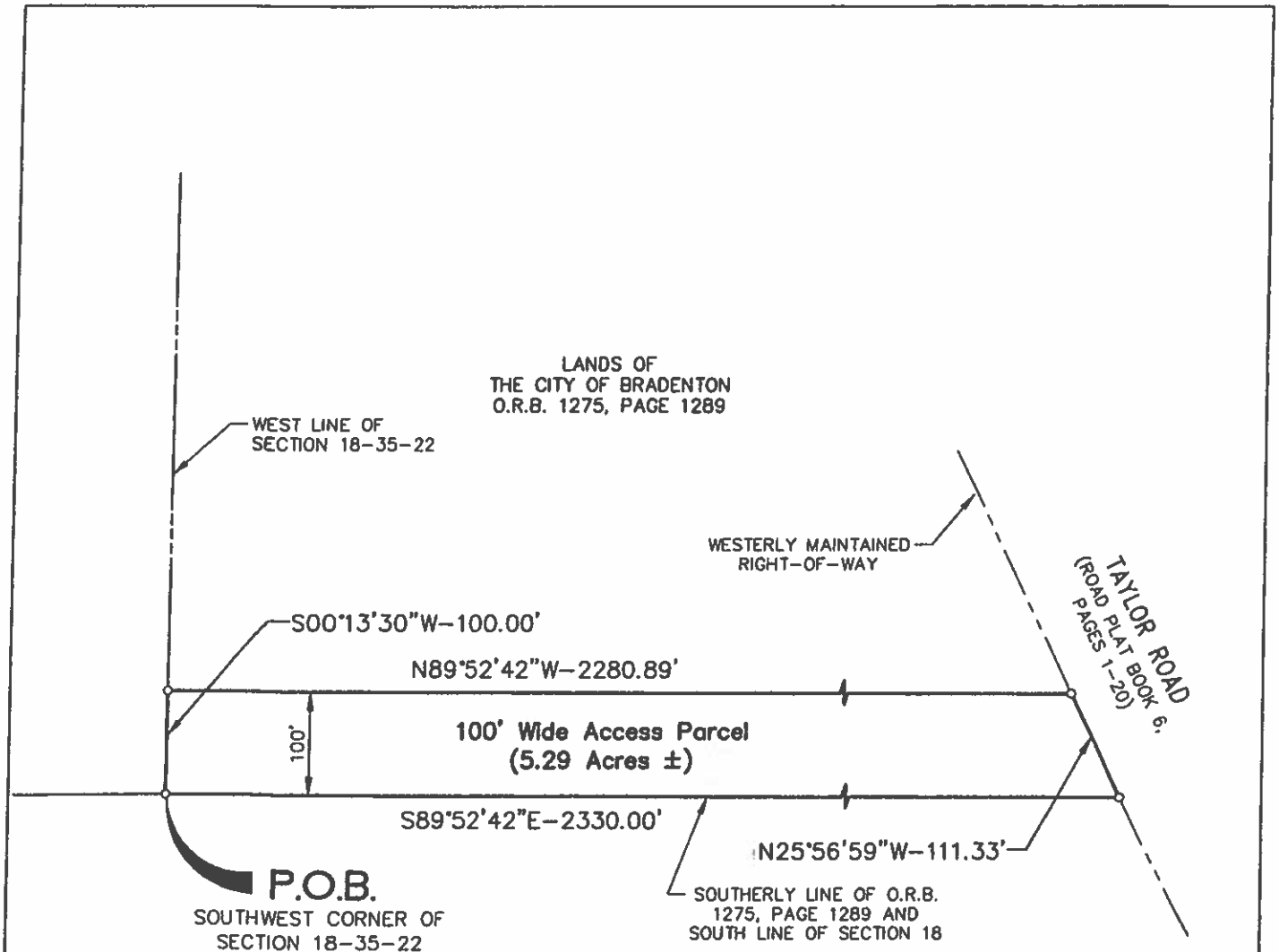
EXHIBIT A-1
PAGE 1 OF 5

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

JOB NUMBER: P3152400--

SHEET NUMBER 1 OF 2

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



NORTH

NOT TO SCALE

SKETCH OF DESCRIPTION

NOT A SURVEY

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

A-1

5 of 5

REFER TO SHEET 1 OF 2 FOR DESCRIPTION

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

GANNETT FLEMING | TRANSYSTEMS

503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561

#166 – (Portion of)

VACANT LAND

1706 9th Street East

Bradenton, FL

PID #4633211009; 4+/- acres mol



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

#68-69 (Portion of)

Bradenton City Hall/Bradenton Police Station

101 12TH Street West

Bradenton, FL

Parcel ID #3294300003 and #3291200008

4+/- acres mol



CONSIDERED DISPOSITION:
INVITATION TO OFFER PROPOSALS FOR PURCHASE OF REAL PROPERTY – CITY OF BRADENTON, FLORIDA

CITY OF BRADENTON, FLORIDA
101 Old Main Street, Bradenton, Florida 34205

LEGAL ADVERTISEMENT

NOTICE OF INVITATION TO SUBMIT PROPOSALS/OFFERS IN CONNECTION WITH THE CONSIDERED SALE AND DISPOSITION OF REAL PROPERTY OWNED BY THE CITY OF BRADENTON, FLORIDA

The City of Bradenton, Florida (the "City") is the owner of, and is considering disposition of its interest in the following described property:

A 4.00 +/- acre site located at 101 12th Street West, Bradenton, Florida. The subject parcel is part of a larger, approximately 5.64 acre parent site listed with the Manatee County Property Appraiser's Office as: Parcel #3294300003 and Parcel #3291200008. Said property is currently improved by Bradenton City Hall and Bradenton Police Department.

The Property is zoned Uban Core (T6) with maximum building height of 8 stories, with height bonuses available up to 20 stories.

Pursuant to Section 163.380(3)(a), Florida Statutes, a local government, prior to disposition of any real property or interest therein in a community redevelopment area, is required to give public notice of such considered disposition by publication in a newspaper having a general circulation in the community, at least thirty (30) days prior to the execution of any contract to sell, lease, or otherwise transfer the real property and, prior to the delivery of any instrument of conveyance with respect thereto, and invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate real property located in a community redevelopment area.

Any party who is interested in acquiring said real property is hereby notified that proposals to acquire said real property must be made in writing and submitted to:

City of Bradenton/Office of City Administrator
Attention: Corey Fortin, Policy, Planning, Procedures & Real Estate Administrator
101 12th Street West
Bradenton, FL 34205

Proposals shall be received in a sealed envelope, prior to the scheduled deadline to receive proposals, and shall be clearly marked "SEALED BID – CONSIDERED DISPOSTION OF REAL PROPERTY". NOTE: the City will not open any envelope which is not properly marked.

Proposals must be in writing and received by the City Administration Office no later than 4:30 p.m. (EST) on the 30th day following the first date of publication of this Notice of Disposal of Real Property or December 21, 2026. Proposals received after 4:30 p.m. on December 21, 2026, will be rejected. In the event that the City does not receive any proposals in response to this Notice of Disposal of Real Property or in the event that all proposals are rejected by the City, the City reserves the right to seek, negotiate, and accept proposals deemed to be in the public interest from any other person or entity without further notice.

The City Council and/or City Administrator may require an earnest money deposit of $50,000.00 in the form o a certified or cashier's check, or an irrevocable letter of credit from a financial institution as defined in Section 655.005 Florida Statutes, from any interested offeror whose proposal(s) are deemed to meet a level of interest by the governing body after consideration of all offers.

All proposals shall include a project description that includes the proposed intended use of the subject property, how the intended use of the property will promote the redevelopment of the downtown area, the scope of the project and the timeline for implementation. Demolition of existing structures is permissible. Submissions will be scored on creativity, financial viability and community impacts that achieve the highest and best use for this prime waterfront location that will act as a catalyst for broader area redevelopment, and include a mixed-use approach that combines commercial, residential and green spaces.

All offers/proposals received by the submission deadline will be publicly opened at 9:00 a.m. on December 22, 2026 in Council Chambers, located in City Hall at 101 Old Main Street, Bradenton, Florida. Any interested party may attend this public offer opening.

The invitation to offer does not constitute any agreement to sell or dispose of the property by the City of Bradenton and any offer that does not meet the requirements set forth above will be considered non-responsive and rejected. This is only a solicitation for proposals, and the City is under no obligation to accept or consider any proposal from any offeror. The City shall retain the right to do what is in the best interest of the City relative to the subject parcel.

The City reserves the right to impose other conditions to the sale of the Property, and the final proposed Agreement will be subject to approval by City Council.

Further information as may be available regarding the foregoing may be reviewed or obtained by contracting:

Corey Fortin, Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton, City Administrator's Office
101 Old Main Street West, Bradenton, Florida 34205
Phone: (941) 932-0451
Email: corey.fortin@bradentonfl.gov

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4068 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4068.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property. As part of the annexation process, the property must be assigned a future land

use designation (separate application) and a zoning classification under the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4068.

ATTACHMENTS:
Ordinance 4068
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4068

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted a Future Land Use Map in order to implement the goals, objectives, and policies of the City's Comprehensive

Plan; and

WHEREAS, the City amends such Comprehensive Plan and Future Land Use Map from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.62 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4064, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, the City of Bradenton, submitted a Future Land Use Map amendment application to designate the Property, consisting of approximately 0.62 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in the preparation of the Amendment to the City's Comprehensive Plan, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, the City Council held a public hearing November 18, 2026, to consider the proposed Amendment; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing held on November 18, 2026, after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and

welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described in Sections 2 below.

2. The Future Land Use Map of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18th DAY OF NOVEMBER 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

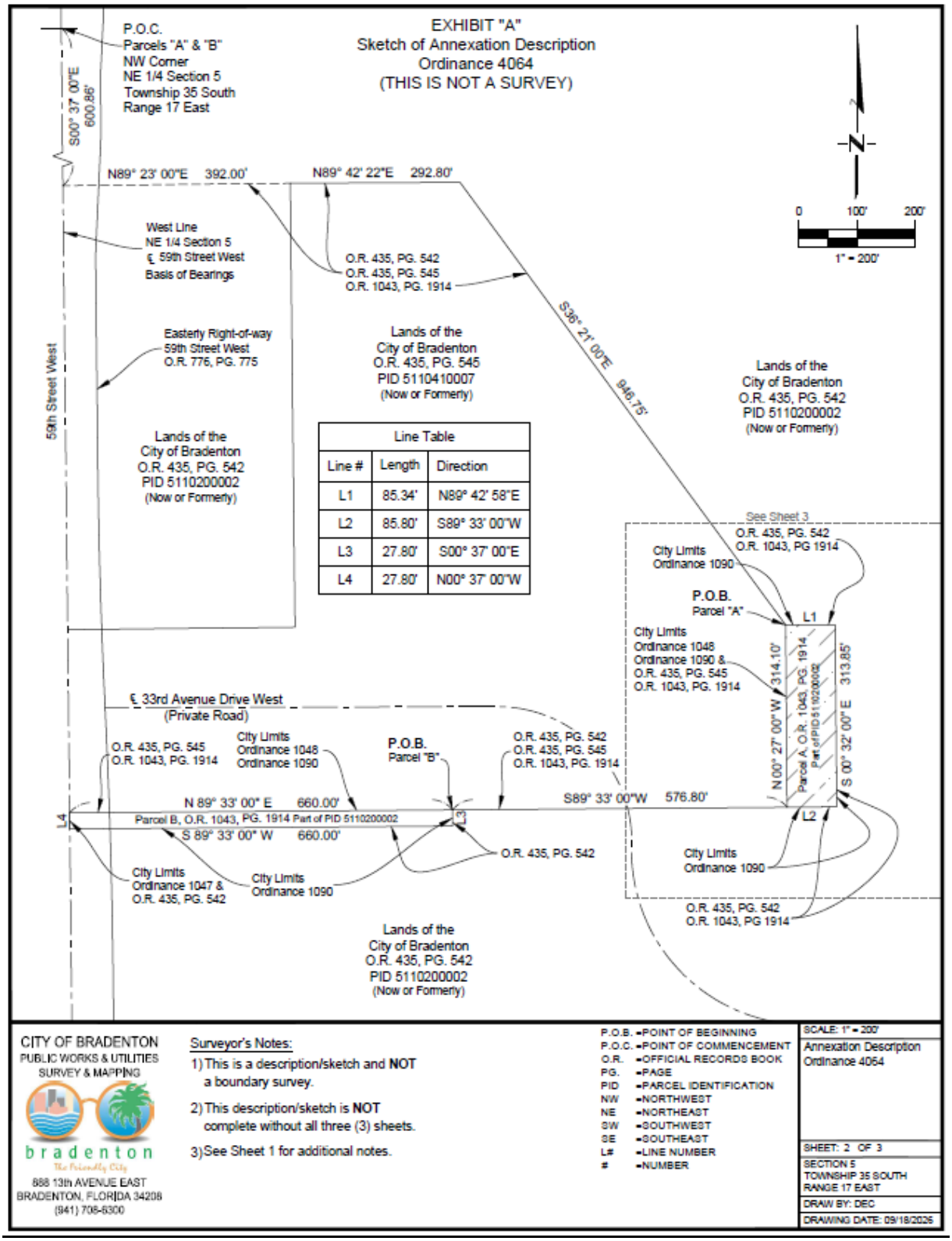
09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

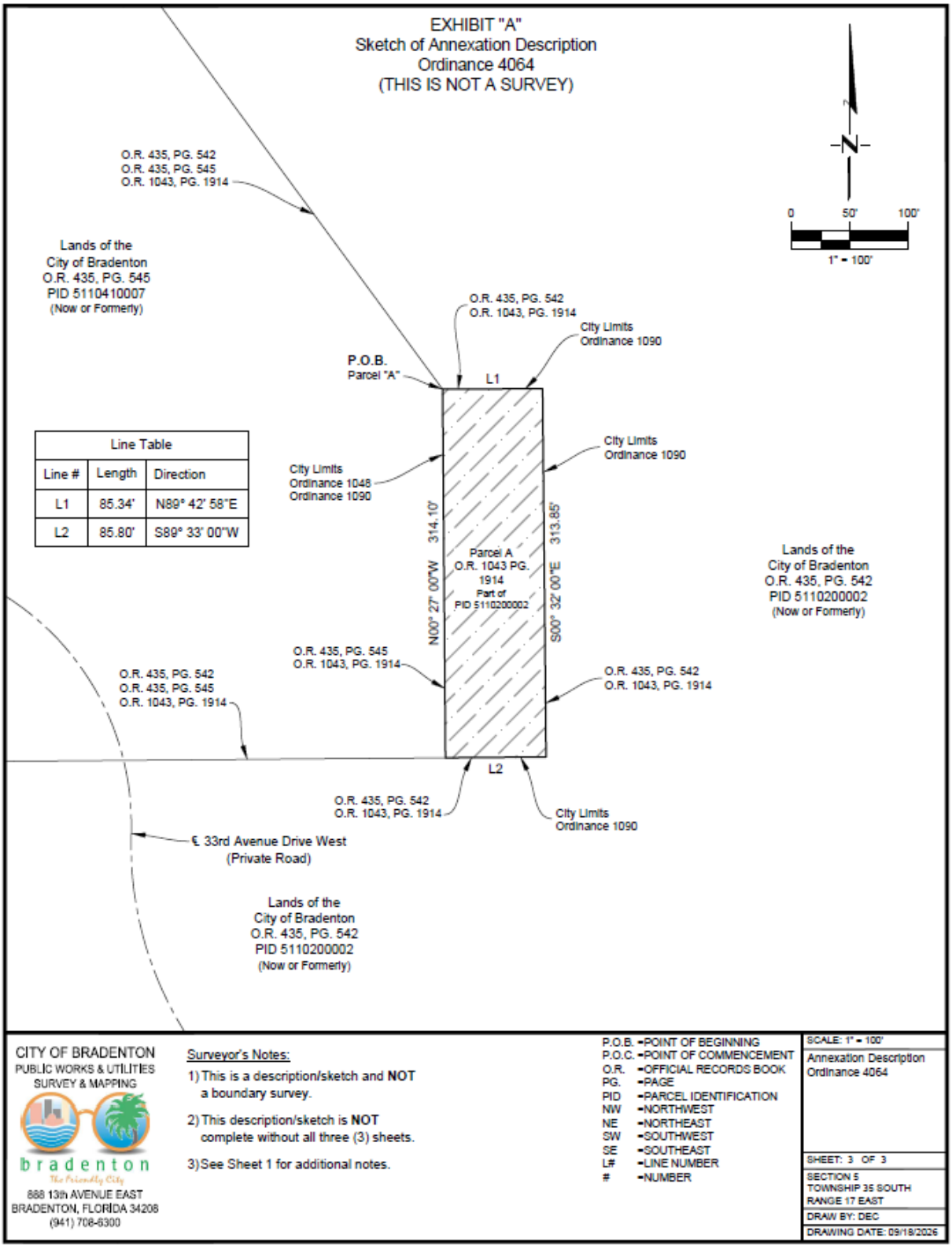
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2025

EXHIBIT A


EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
O.R. 435, PG. 542
O.R. 1043, PG. 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090
City Limits
Ordinance 1090
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
N00° 27' 00"W 314.10'
S00° 32' 00"E 313.85'
Parcel A
O.R. 1043 PG. 1914
Part of
PID 5110200002
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
O.R. 435, PG. 542
O.R. 1043, PG. 1914
L2
O.R. 435, PG. 542
O.R. 1043, PG. 1914
City Limits
Ordinance 1090
℄ 33rd Avenue Drive West
(Private Road)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
0
50'
100'
1" = 100'
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all three (3) sheets.
3) See Sheet 1 for additional notes.
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-CPS-26-0004
Ordinance No.:	4068
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property – Zoning & Future Land Use:

Current Zoning:

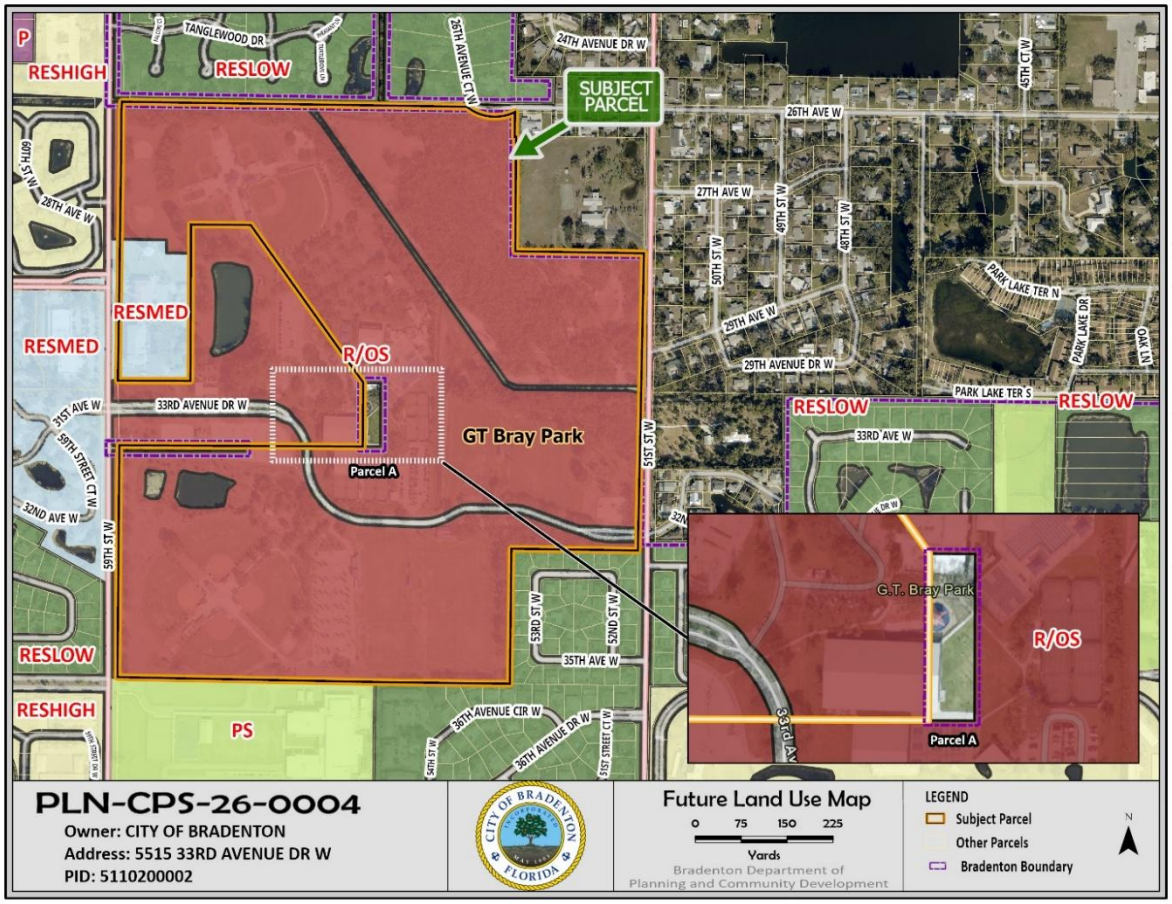
North:	City of Bradenton – PDP (Planned Development Project)
South:	City of Bradenton – PDP (Planned Development Project)
East:	City of Bradenton - PDP (Planned Development Project)
West:	City of Bradenton - PDP (Planned Development Project)

Future Land Use:

North:	City of Bradenton – R/OS (Recreational / Open Space)
South:	City of Bradenton – R/OS (Recreational / Open Space)
East:	City of Bradenton - R/OS (Recreational / Open Space)
West:	City of Bradenton - R/OS (Recreational / Open Space)

Request:

The City of Bradenton is pursuing a voluntary annexation of the subject property, henceforth "Parcel A". As part of the annexation process, the property must be assigned a Future Land Use designation and a Zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations for the parcel located approximately 1,200 feet east of the intersection of 59th Street West and 33rd Avenue Drive West; totaling approximately .62 acres in size.



Recreational/Open Space *(Proposed Future Land Use Classification):*

The Comprehensive Plan describes the Recreational/Open Space Future Land Use category as a designation for:

> Parks and designated open areas. Maximum floor area ratio: N/A.

Recreational / Open Space (R/OS) is the future land use designation for GT Bray Park, which Parcel "A" abuts in City of Bradenton jurisdiction.

Analysis:

This application was submitted with a concurrent application to designate the property with the Planned Development District (PDP) zoning classification. The Planned Development District zoning classification allows uses that align with those mentioned in the description of the Recreational / Open Space Future Land Use classification. Due to the nature of the Parcel "A" being entirely inside the surrounding PDP zoning and Recreational / Open Space future land use, it is for the sake of consistency that the Parcel "A" match.

On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Future Land Use classification of Recreational / Open Space (R/OS).

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description & Survey

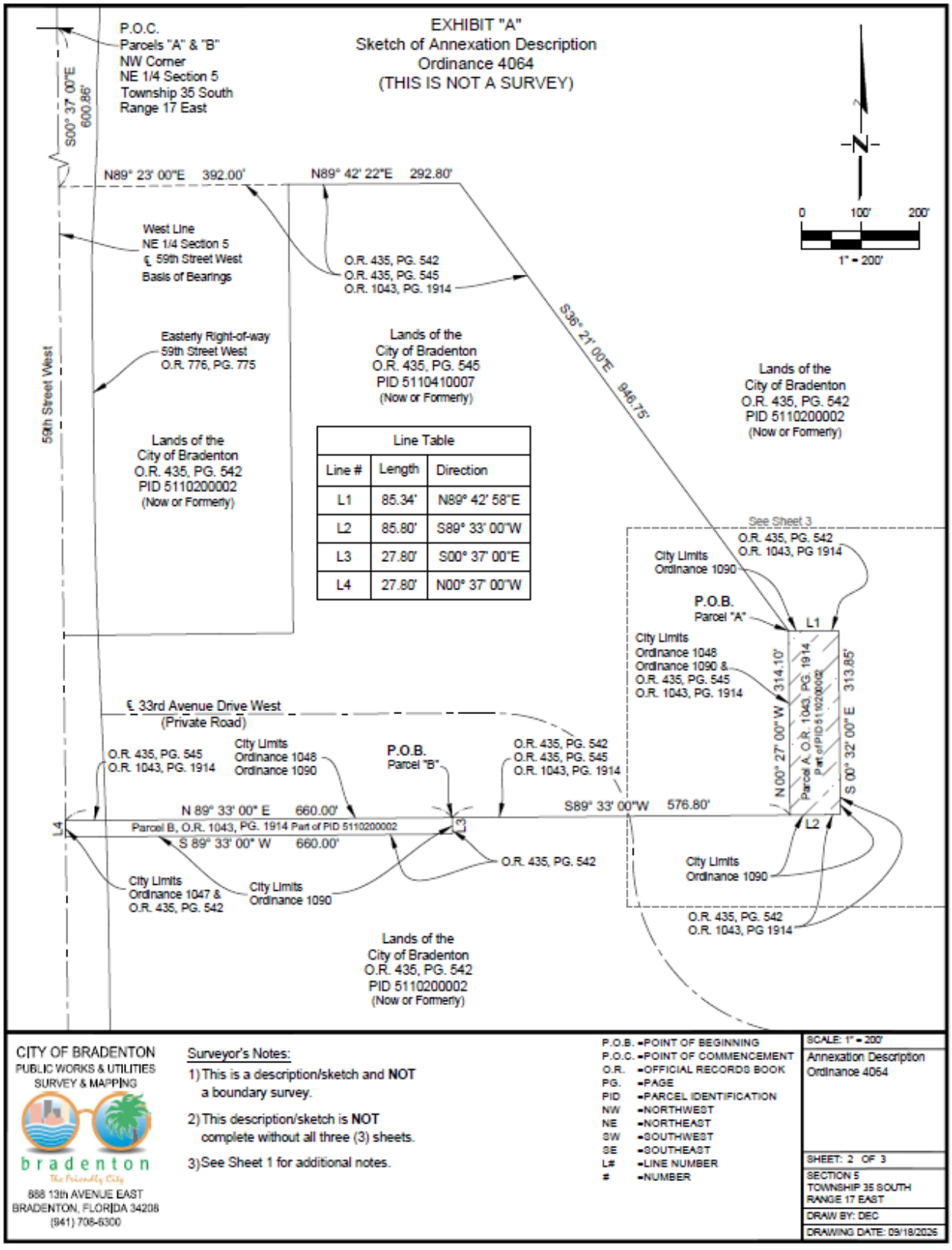


EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

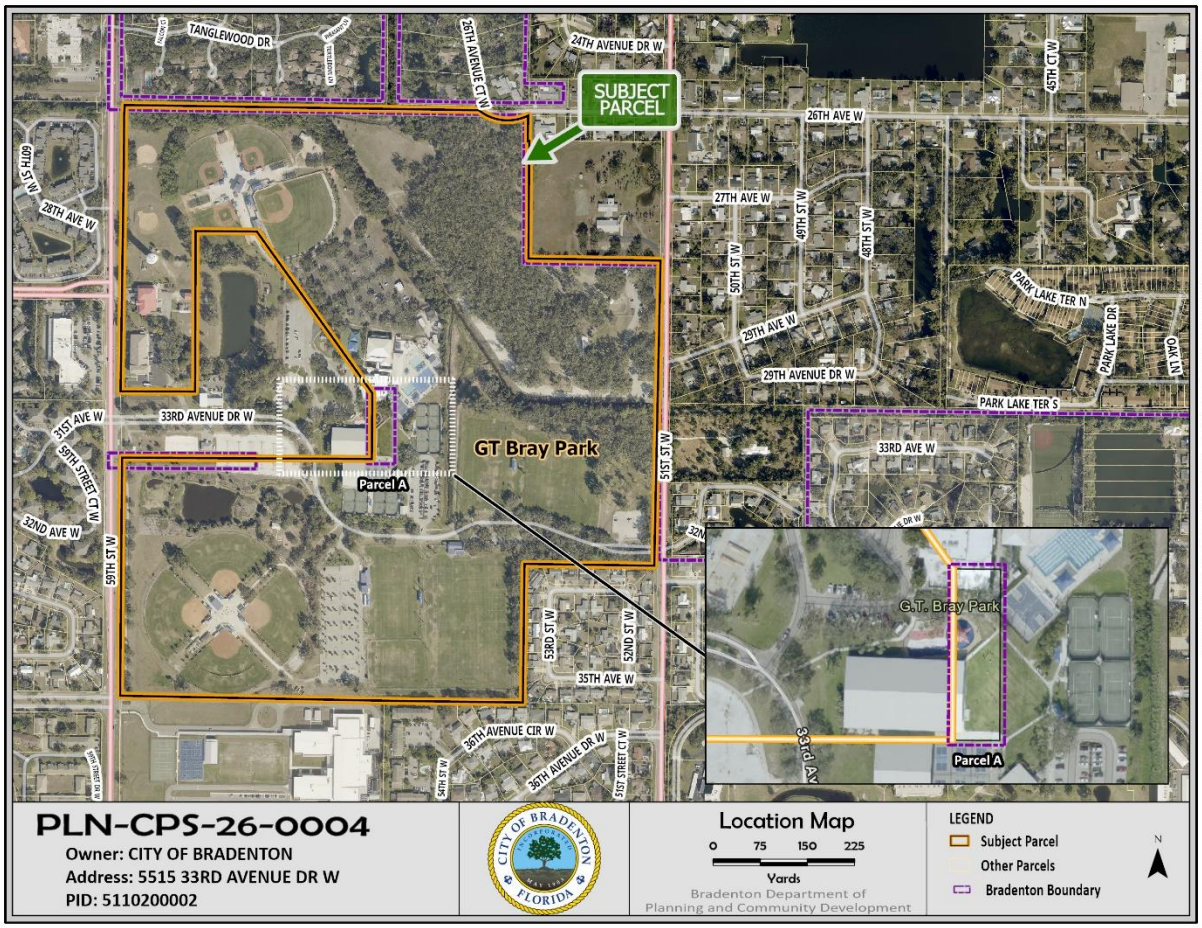


EXHIBIT C
Future Land Use Map (Current)

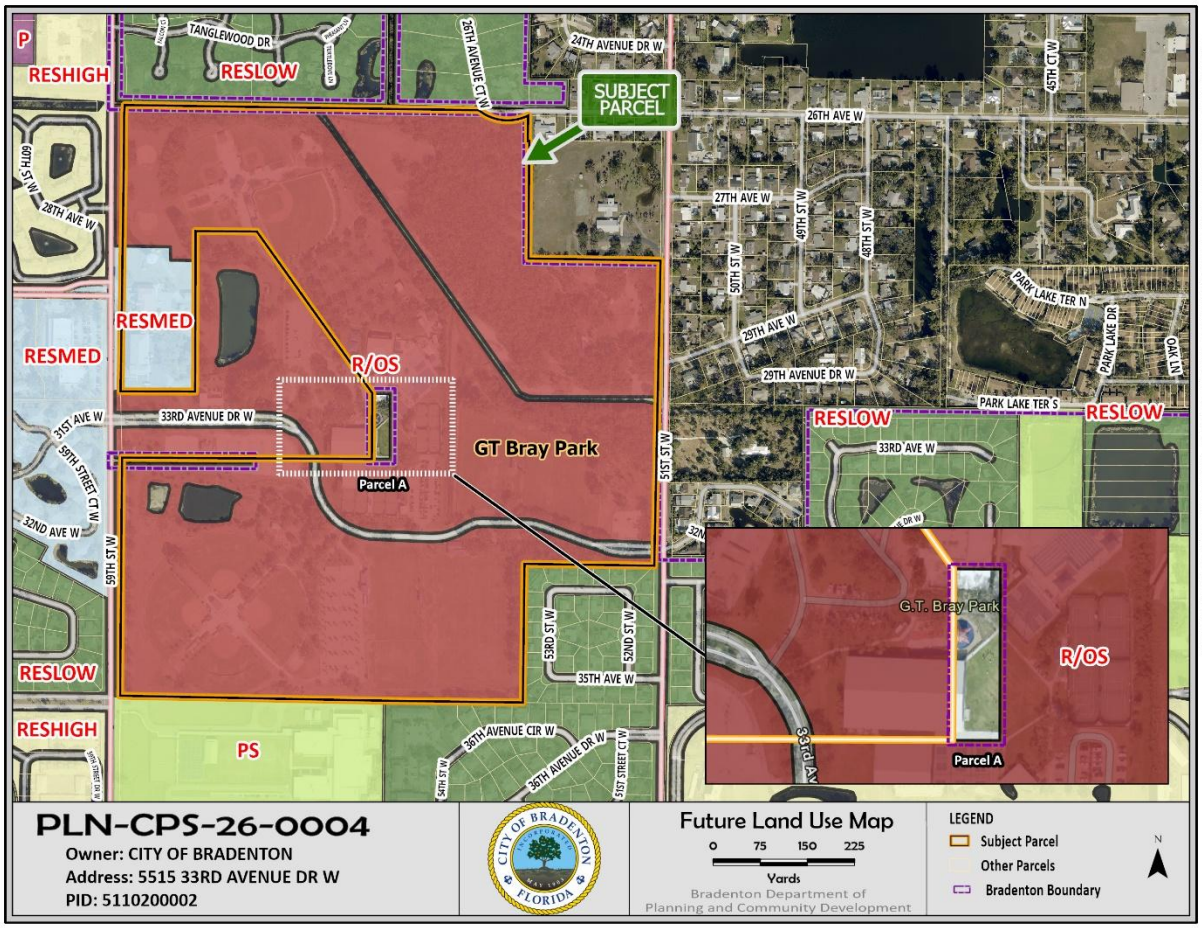
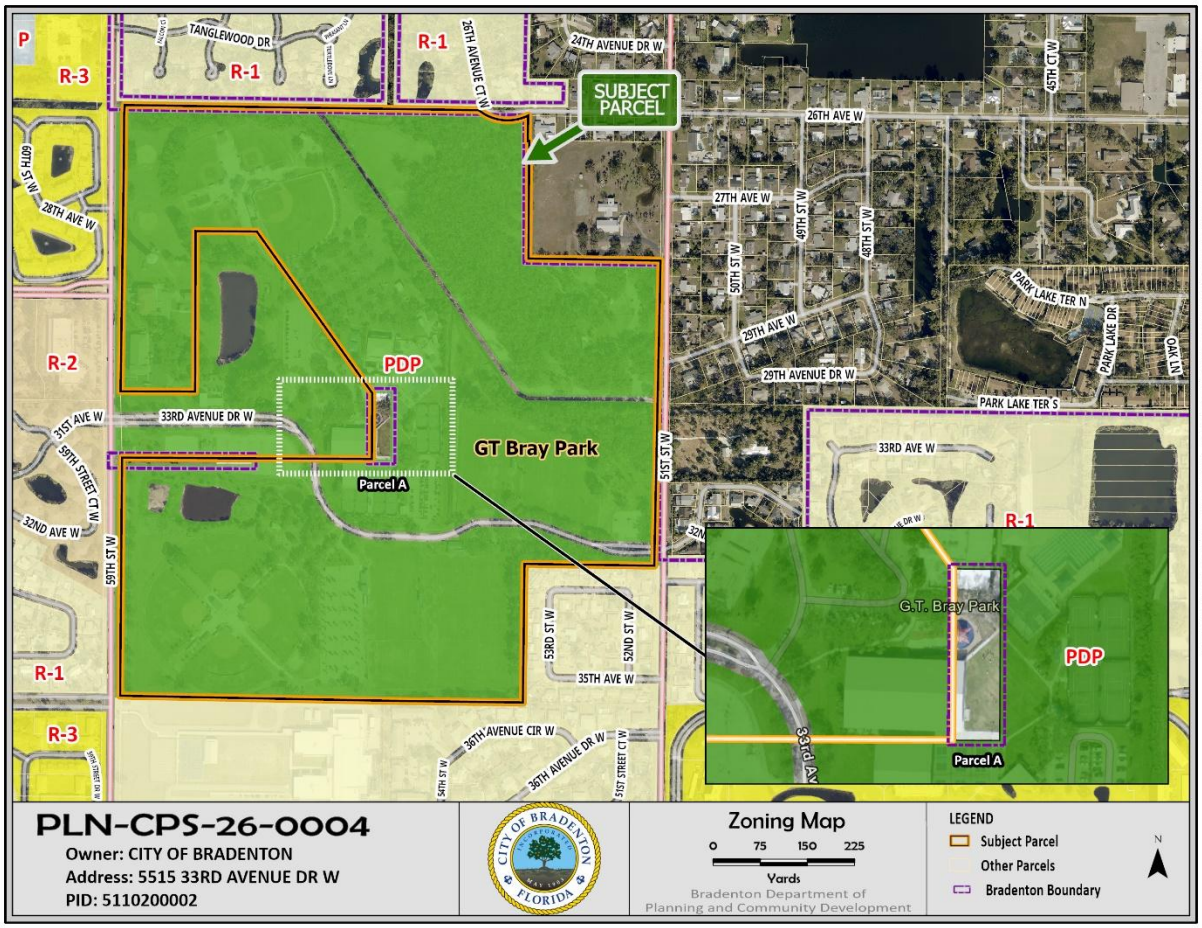


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

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Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

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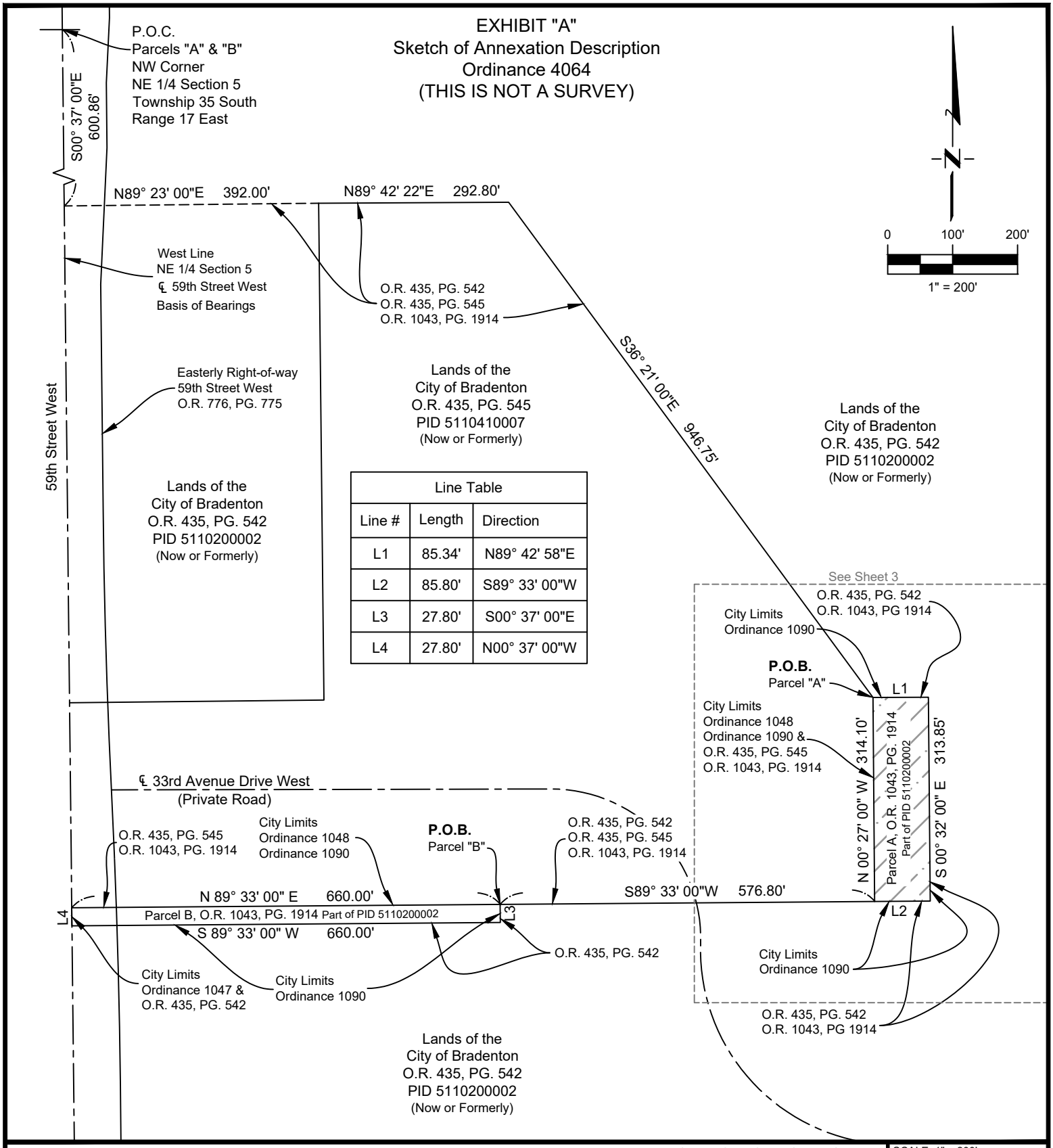
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BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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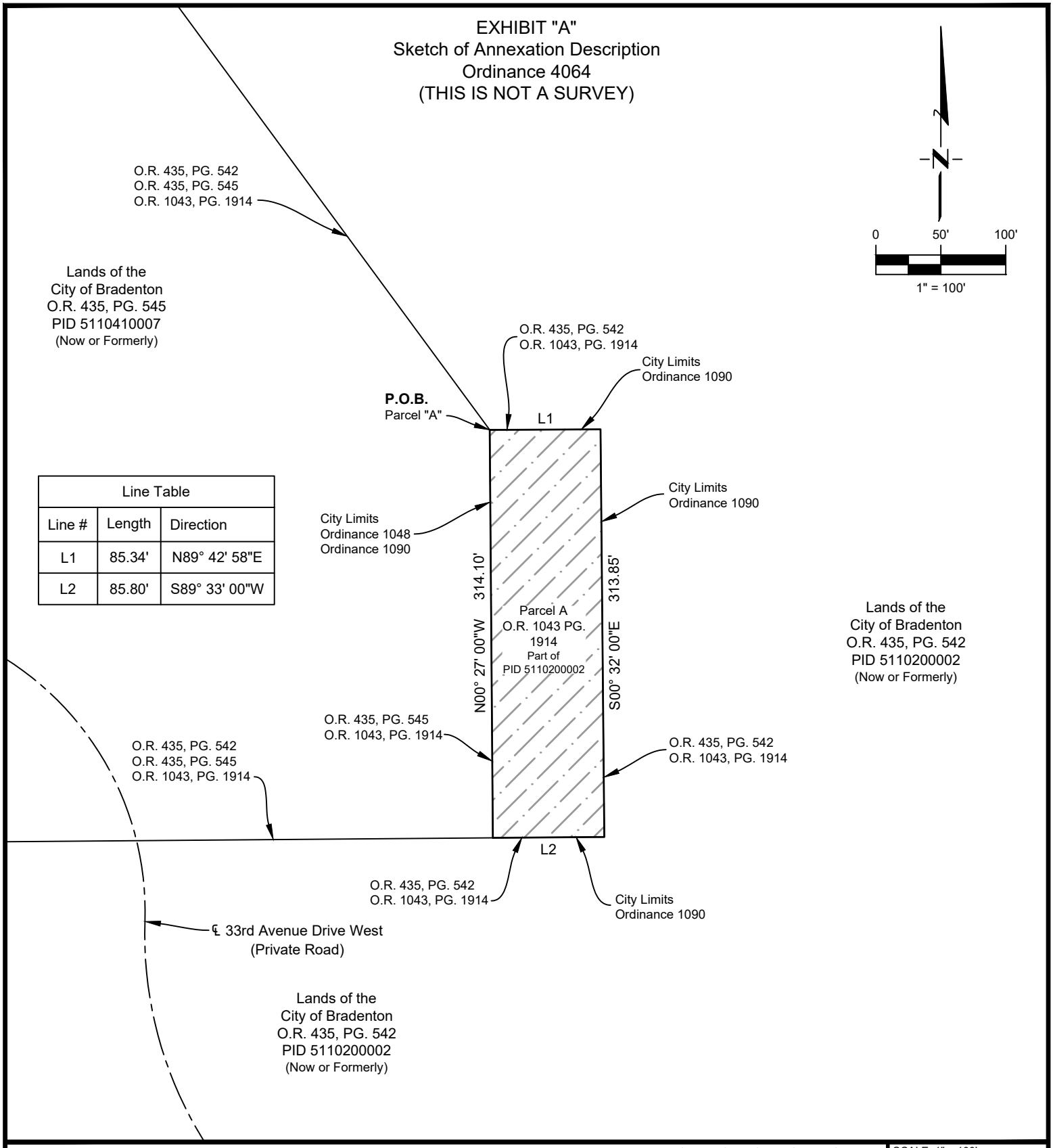
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W

CITY OF BRADENTON
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PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David E. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SILER, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID E. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

Irvin B. Lee P.E., Director

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

Facilities Report

Annexation from Manatee County to City of Bradenton

Parcels "A" & "B"

The City of Bradenton intends to annex two parcels contiguous to city property from unincorporated Manatee County into the City of Bradenton's jurisdiction. The real property was conveyed to the City of Bradenton from City National Bank of Miami by a fee simple deed recorded in Official Records Book 1043 page 1914 of the Public Records of Manatee County, FL. The intended use of these parcels is for recreational purposes.

Parcel "A" contains 0.62 acres or 26,866 square feet, more or less and Parcel "B" contains 0.42 acres or 18,348 square feet.

- **Potable Water** – City owned potable water is available. There is a 16" ductile iron main in the area.

- **Sanitary Sewer** – City owned sanitary sewer services are available. A 24" gravity sewer is in the area.

- **Stormwater** – Parcel A currently drains a City pond to the north on the City of Bradenton Fire Station parcel and Parcel B drains into Manatee County Right of Way along 59th St W

- **Police and Fire Protection** – An interlocal agreement will allow Manatee County Sheriff's Office and Manatee County Fire Rescue or City Police and Fire to cover the needs of the properties

- **Roadway maintenance** - Private road maintenance by primary user will continue

- **Parks and Recreation** – This is the intended use of the properties

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

Irvin B. Lee P.E., Director

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

The subject property is not expected to cause adverse issues to the current level of services provided to City residents.

Irvin B. Lee, P.E.

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

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

ORDINANCE NO. 4068: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED 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, UNDER THE RECREATIONAL/OPEN SPACE FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is in regard to a Comprehensive Map Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting R/OS (Recreation/Open Space). This designation would be an extension of the existing Future Land Use classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the future land use of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4082 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4082.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property. As part of the annexation process, the property must be assigned a future land

use designation (separate application) and a zoning classification under the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4082.

ATTACHMENTS:
Ordinance 4082
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4082

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted a Future Land Use Map in order to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such Comprehensive Plan and Future Land Use Maps from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.42 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4081, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, the City of Bradenton, submitted a Future Land Use Map amendment application to designate the Property, consisting of approximately 0.42 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in the preparation of the Amendment to the City's Comprehensive Plan, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, the City Council held a public hearing September 9, 2026, to consider the proposed Amendment; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing held on November 18, 2026 after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described in Sections 2 below.

2. The Future Land Use Map of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by the Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18th DAY OF NOVEMBER 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:
Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

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5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

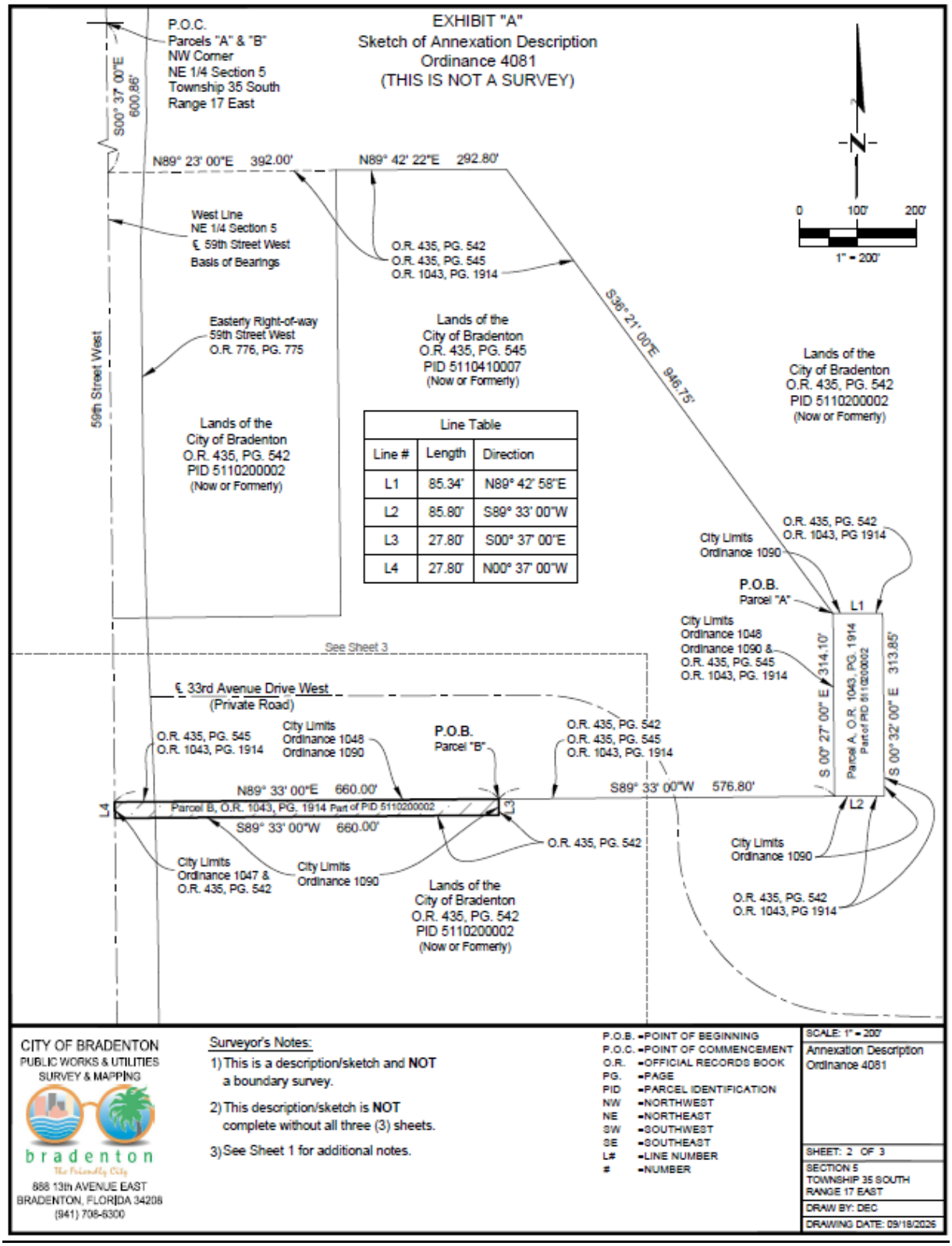
09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A



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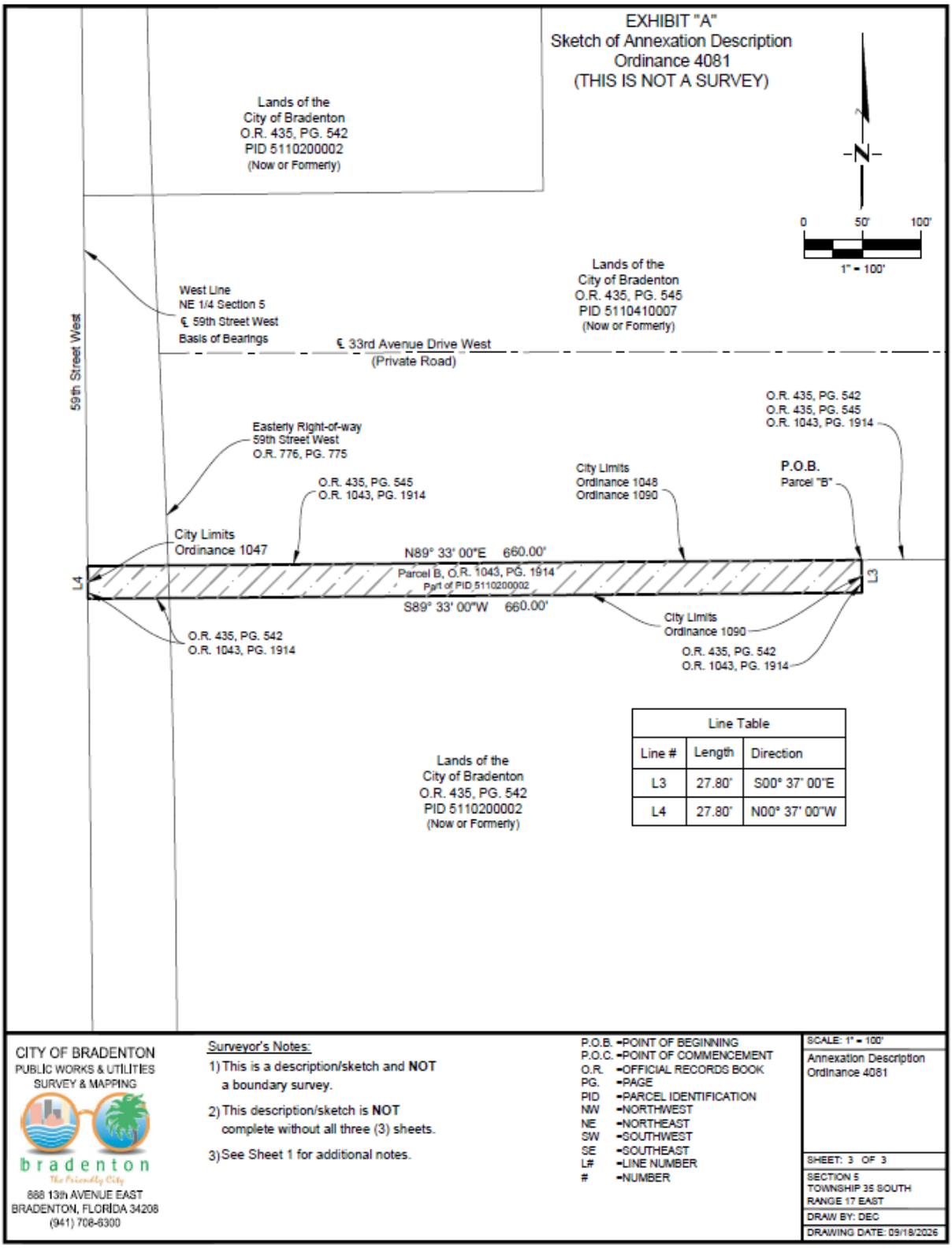
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A



Line Table		
Line #	Length	Direction
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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SCALE: 1" = 100'
Annexation Description
Ordinance 4081
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-CPS-26-0005
Ordinance No.:	4082
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

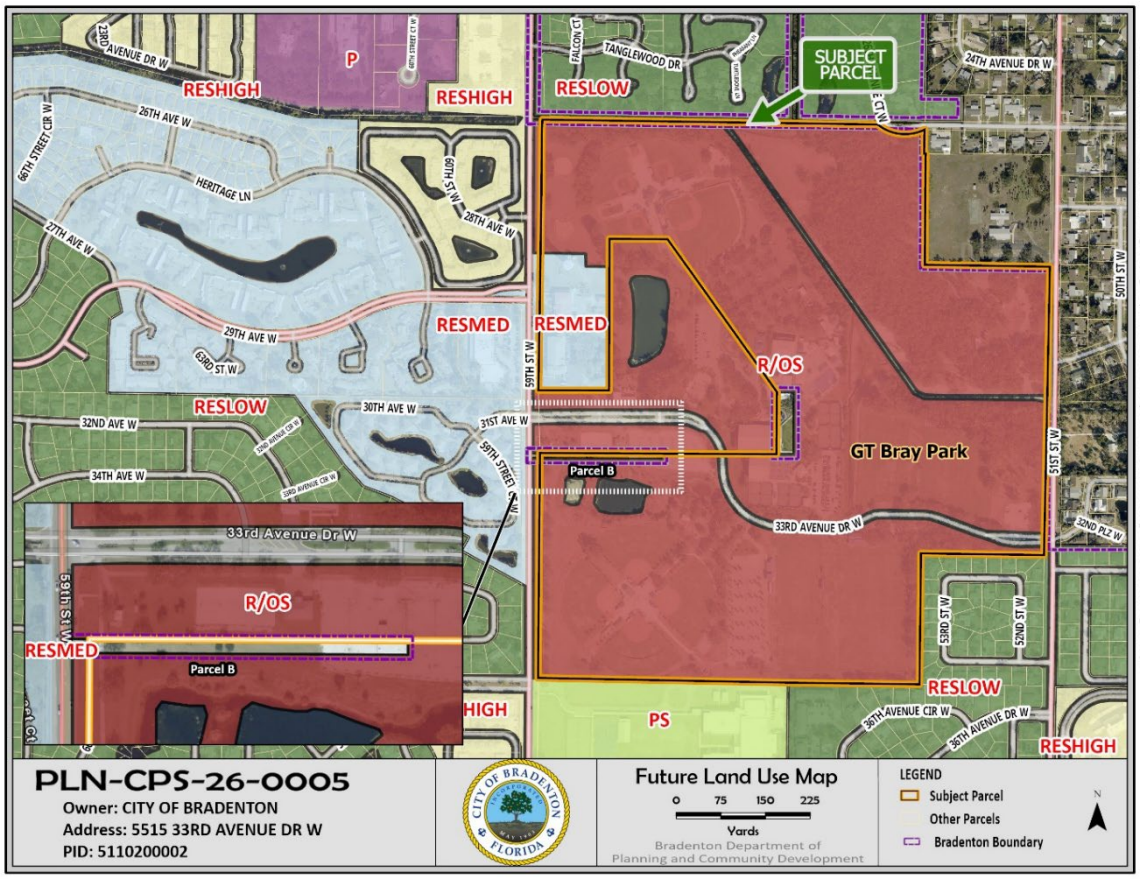
North:	City of Bradenton – PDP (Planned Development Project)
South:	City of Bradenton – PDP (Planned Development Project)
East:	City of Bradenton - PDP (Planned Development Project)
West:	City of Bradenton – R-2 Medium Density, 1 & 2 Family

Future Land Use:

North:	City of Bradenton – R/OS (Recreational / Open Space)
South:	City of Bradenton – R/OS (Recreational / Open Space)
East:	City of Bradenton - R/OS (Recreational / Open Space)
West:	City of Bradenton – Residential Medium

Request:

The City of Bradenton is pursuing an annexation of the subject property, henceforth "Parcel B". As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations for the parcel located East of 59th Street West and approximately 160 feet South of the intersection of 59th Street West and 33rd Avenue Drive West, containing 0.42 acres of total land.



Recreational/Open Space *(Proposed Future Land Use Classification):*

The Comprehensive Plan describes the Recreational/Open Space Future Land Use category as a designation for:

> Parks and designated open areas. Maximum floor area ratio: N/A.

Recreational / Open Space (R/OS) is the future land use designation for GT Bray Park, which Parcel "B" abuts in City of Bradenton jurisdiction on the North, South, and East sides.

Analysis:

This application was submitted with a concurrent application to designate the property with the Planned Development District (PDP) zoning classification. The Planned Development District zoning classification allows uses that align with those mentioned in the description of the Recreational / Open Space Future Land Use classification. Due to the nature of the Parcel "B" being inside

the surrounding PDP zoning and Recreational / Open Space future land use, it is for the sake of consistency that the Parcel "B" match
On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Future Land Use classification of Recreational / Open Space (R/OS).

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description & Survey

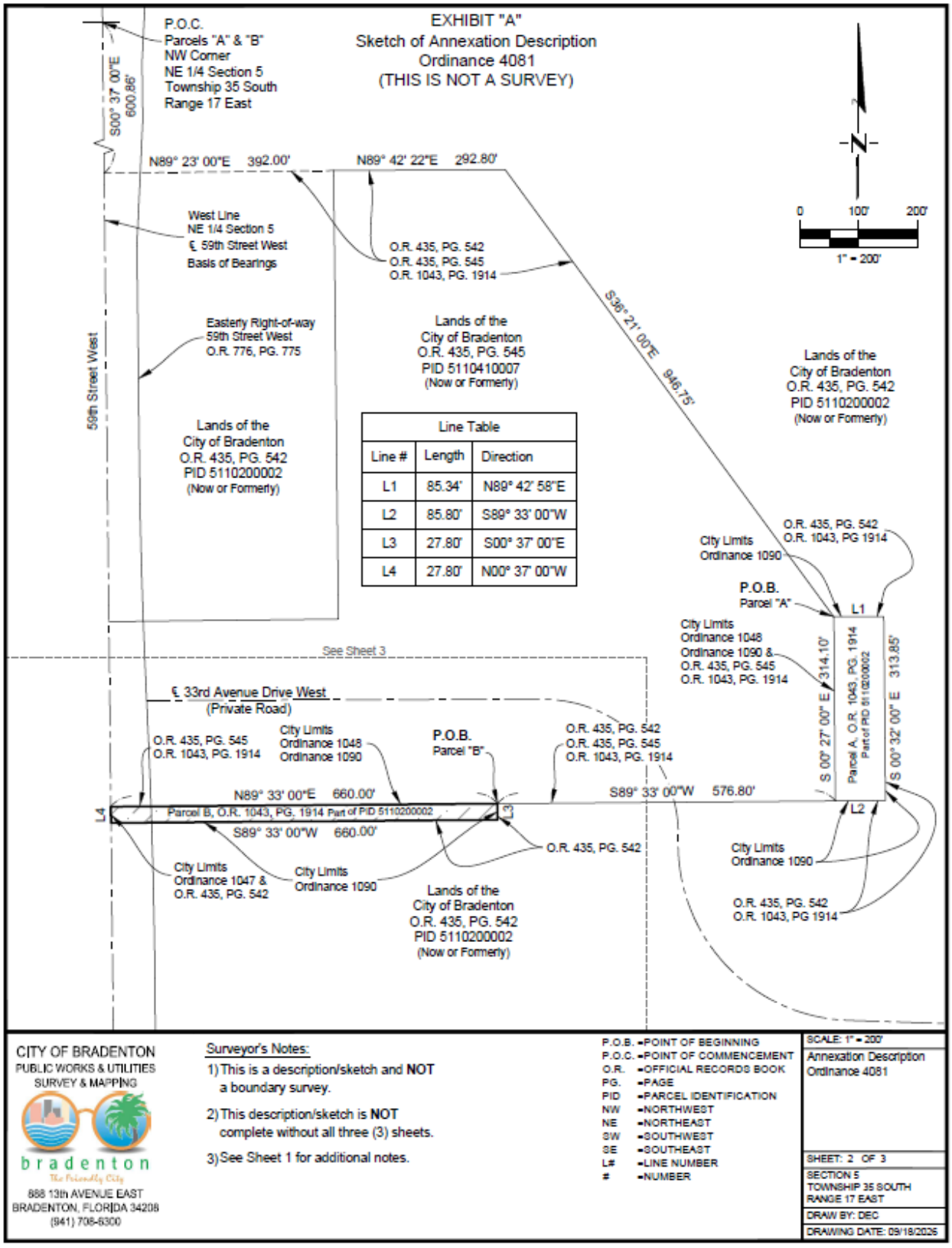


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(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

09/18/2026
DATE

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

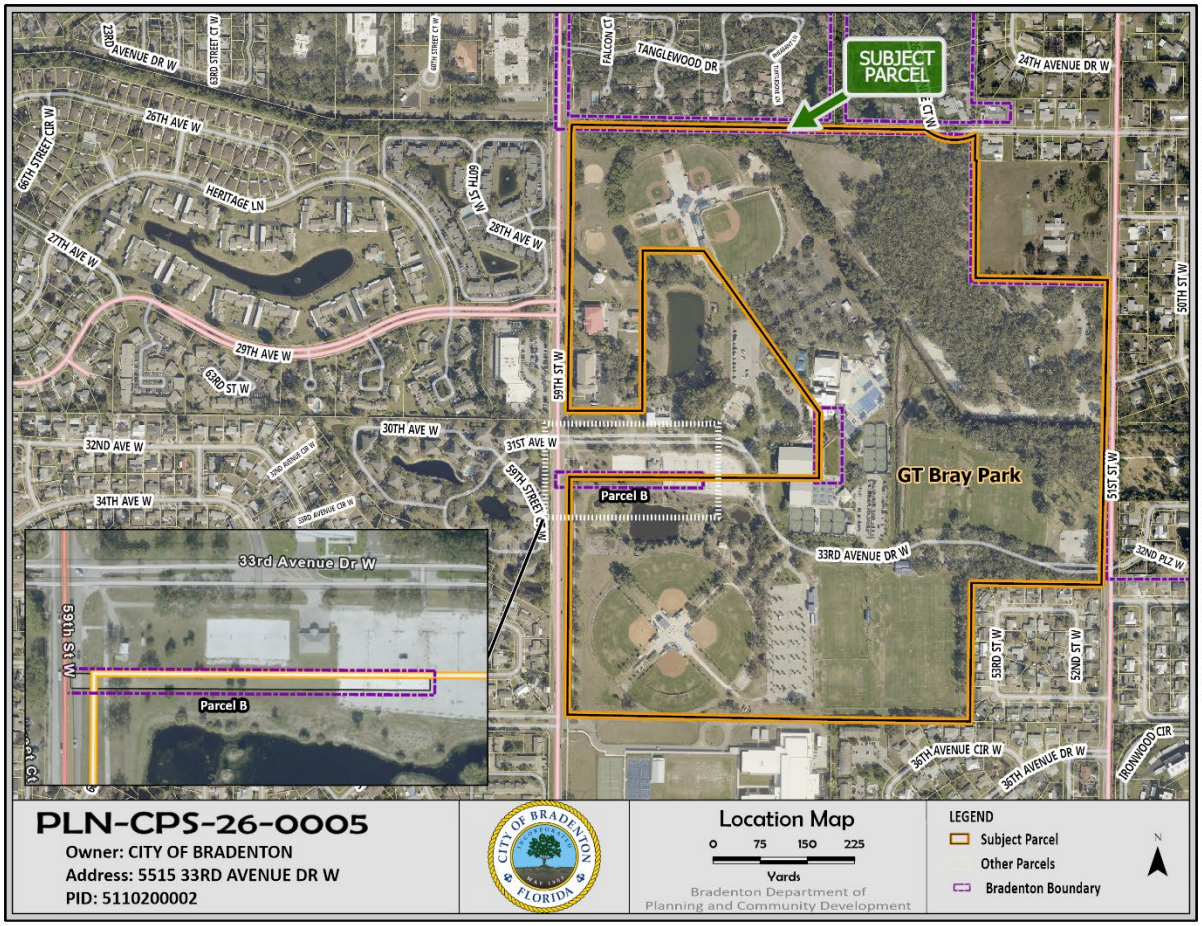


EXHIBIT C
Future Land Use Map (Current)

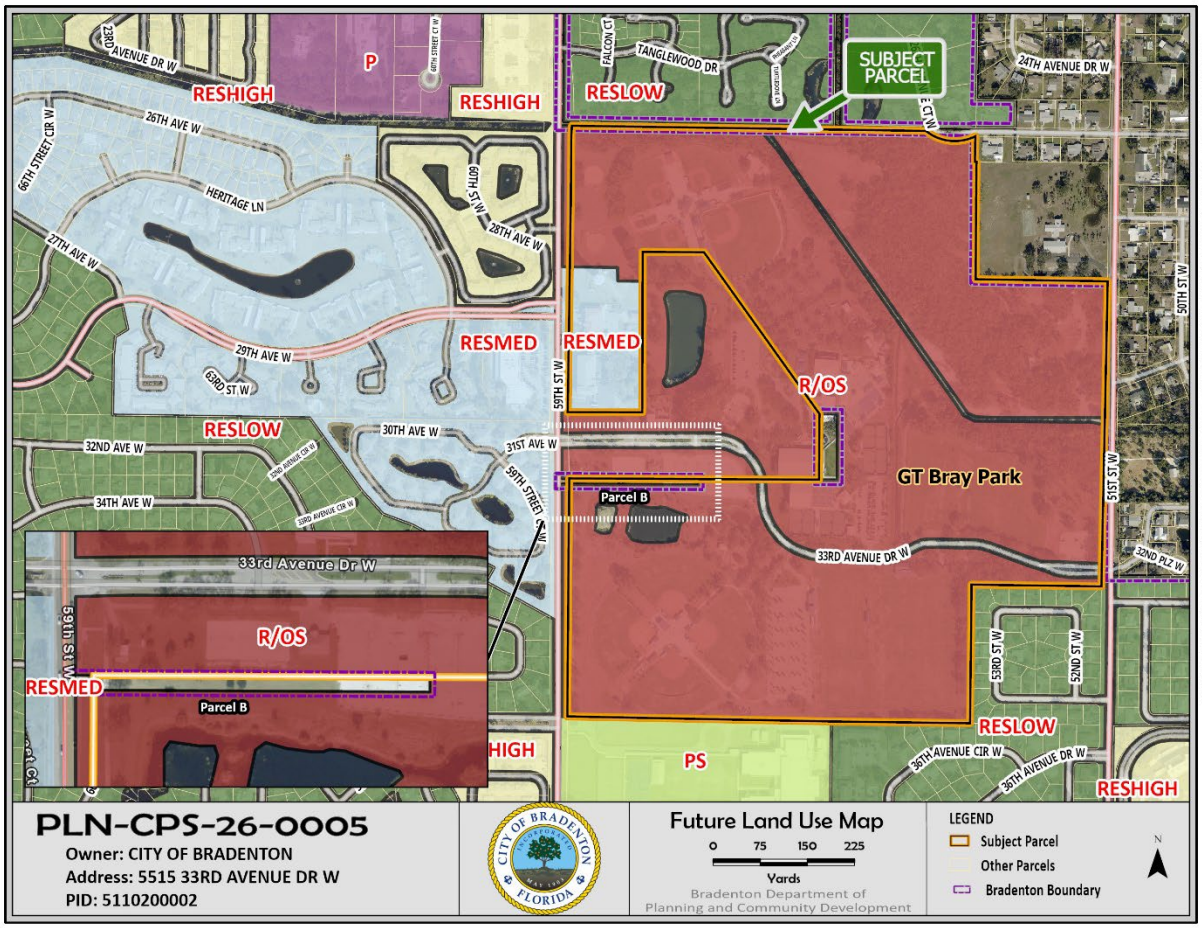
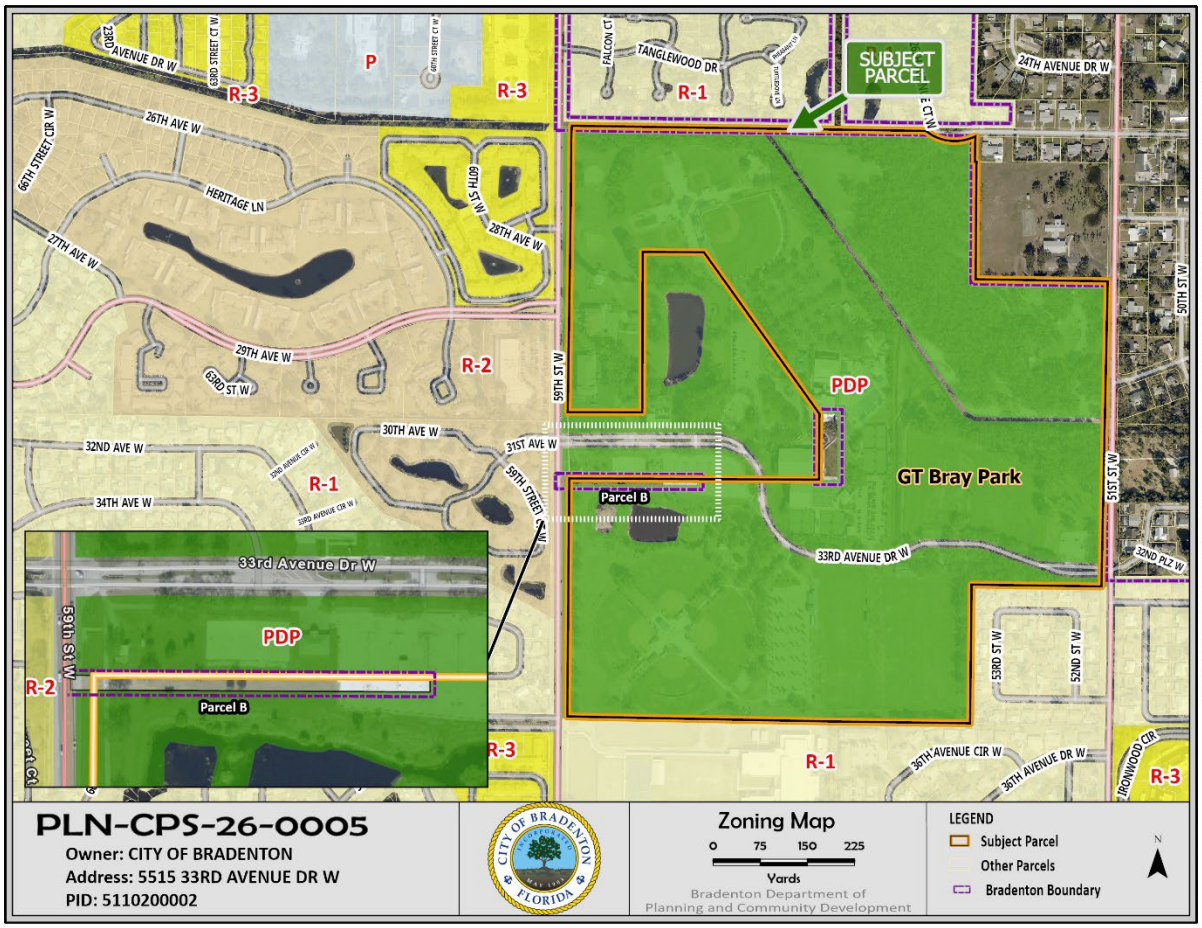


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

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Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.
4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.
5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

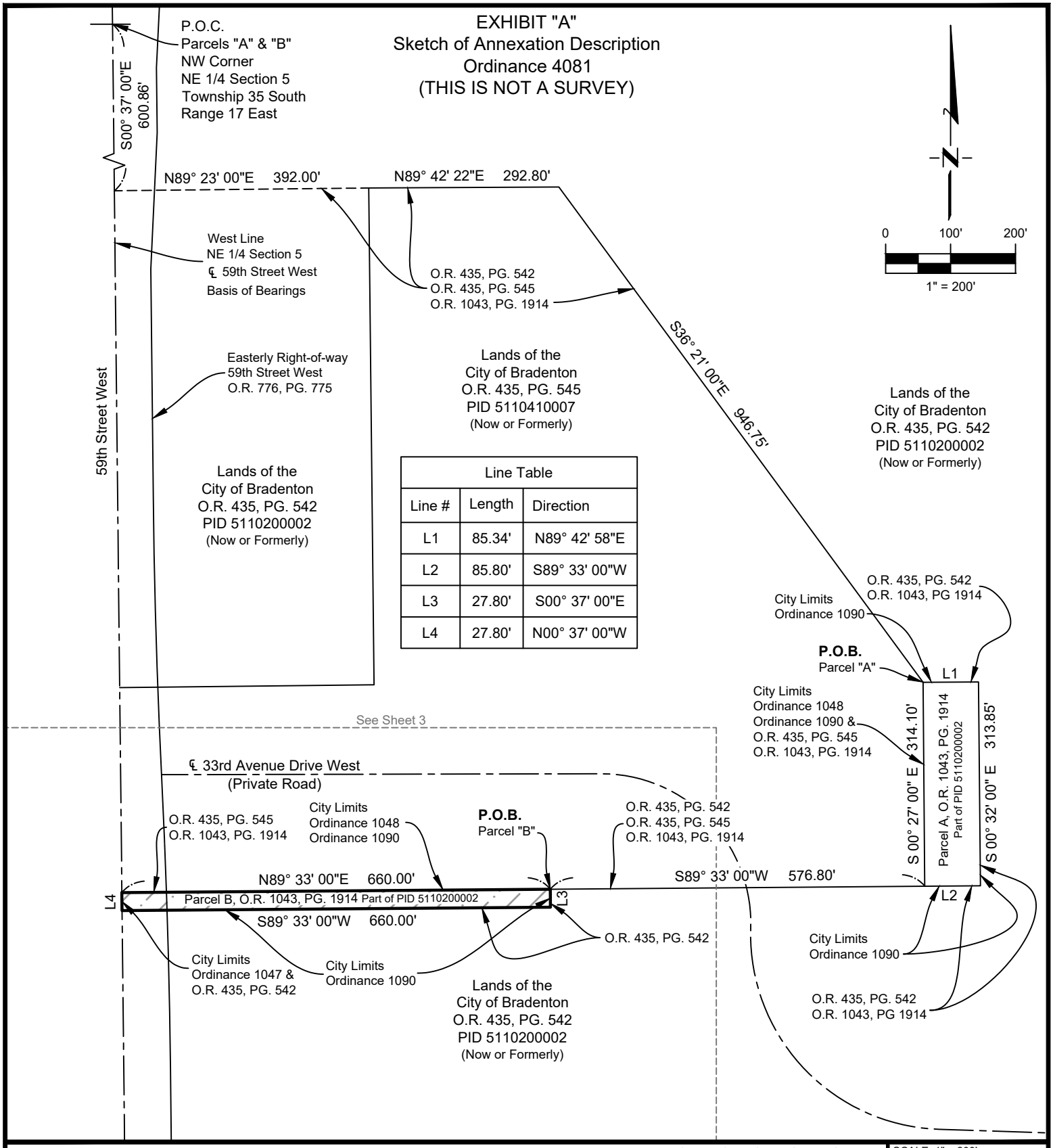
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4081
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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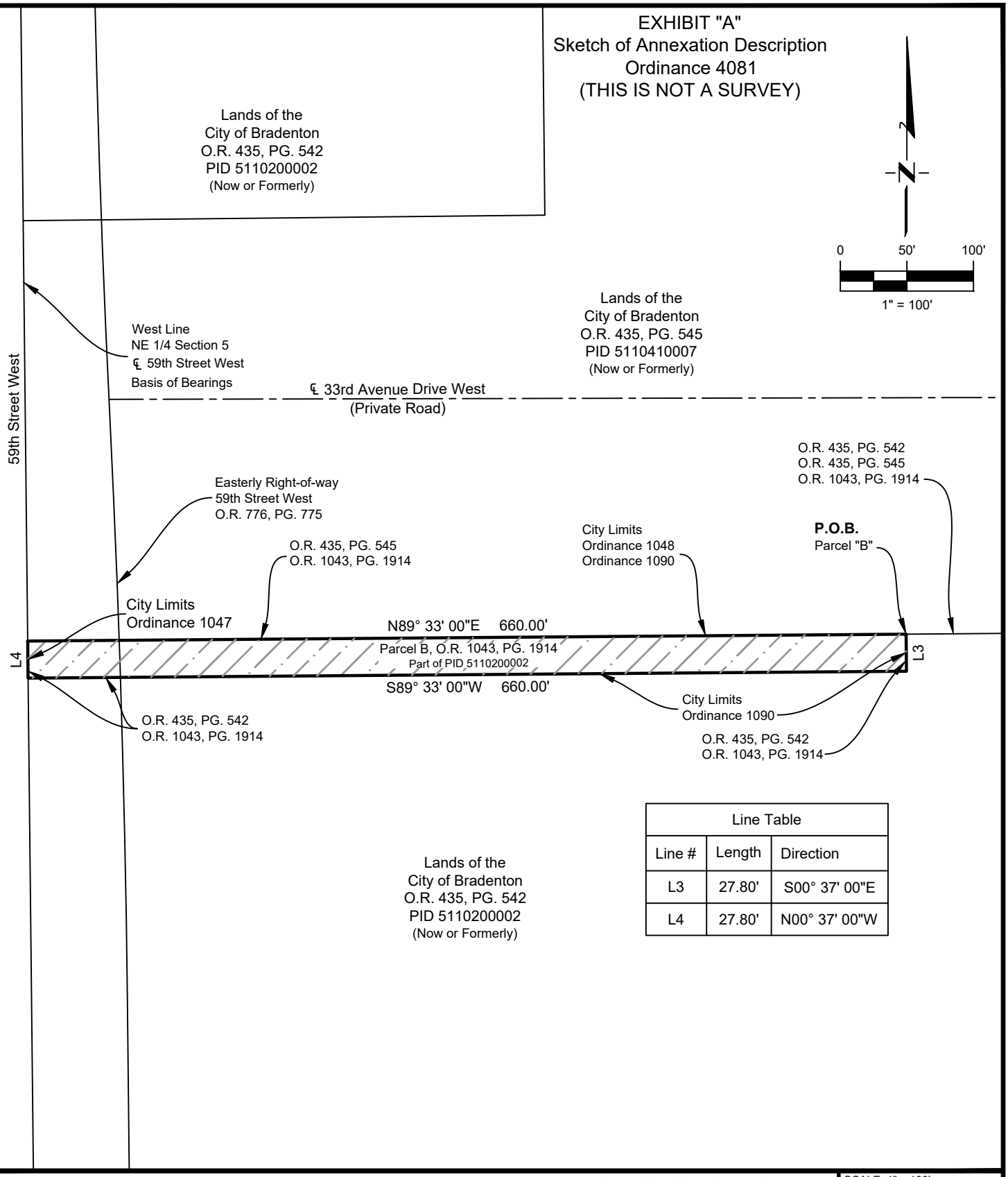
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4081
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SILER, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

Irvin B. Lee P.E., Director

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

Facilities Report

Annexation from Manatee County to City of Bradenton

Parcels "A" & "B"

The City of Bradenton intends to annex two parcels contiguous to city property from unincorporated Manatee County into the City of Bradenton's jurisdiction. The real property was conveyed to the City of Bradenton from City National Bank of Miami by a fee simple deed recorded in Official Records Book 1043 page 1914 of the Public Records of Manatee County, FL. The intended use of these parcels is for recreational purposes.

Parcel "A" contains 0.62 acres or 26,866 square feet, more or less and Parcel "B" contains 0.42 acres or 18,348 square feet.

- **Potable Water** – City owned potable water is available. There is a 16" ductile iron main in the area.

- **Sanitary Sewer** – City owned sanitary sewer services are available. A 24" gravity sewer is in the area.

- **Stormwater** – Parcel A currently drains a City pond to the north on the City of Bradenton Fire Station parcel and Parcel B drains into Manatee County Right of Way along 59th St W

- **Police and Fire Protection** – An interlocal agreement will allow Manatee County Sheriff's Office and Manatee County Fire Rescue or City Police and Fire to cover the needs of the properties

- **Roadway maintenance** - Private road maintenance by primary user will continue

- **Parks and Recreation** – This is the intended use of the properties

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

Irvin B. Lee P.E., Director

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

The subject property is not expected to cause adverse issues to the current level of services provided to City residents.

Irvin B. Lee, P.E.

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

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

ORDINANCE NO. 4082: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNAGE CERTAIN LAND GENERALLY LOCATED EAST OF 59TH STREET WEST AND APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET EAST 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, UNDER THE RECREATIONAL/OPEN SPACE FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is in regard to a Comprehensive Map Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting R/OS (Recreation/Open Space). This designation would be an extension of the existing Future Land Use classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the future land use of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** ORDINANCE 4070 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH ST 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 APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4070.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property. As part of the annexation process, the property must be assigned a zoning classification designation (separate application) and a land use designation under

the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4070.

ATTACHMENTS:
Ordinance 4070
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4070

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas ("Zoning Atlas") in order to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such land use regulations and Zoning Atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.62 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4064, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, on November 18, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4068, amending the City of Bradenton's Future Land Use Map to designate the Property as Recreational / Open Space (R/OS); and

WHEREAS, the City of Bradenton submitted a Zoning Atlas amendment application to designate the Property, consisting of approximately 0.62 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in preparation of the Amendment to the City's Zoning Atlas, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes,

held on November 18, 2026, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Zoning Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4064 becoming effective and shall otherwise become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF NOVEMBER, 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

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Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

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6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

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9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

DATE

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A

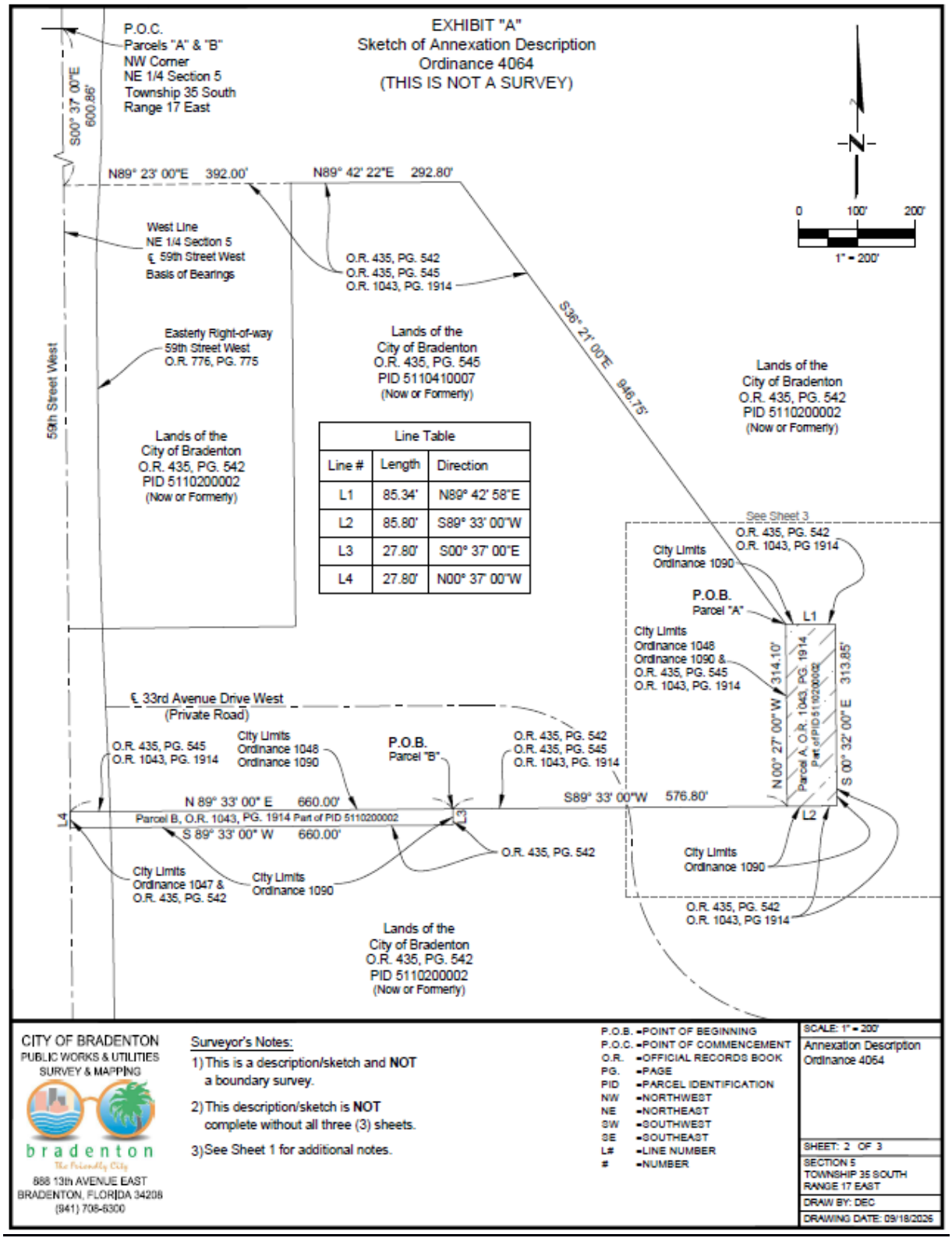
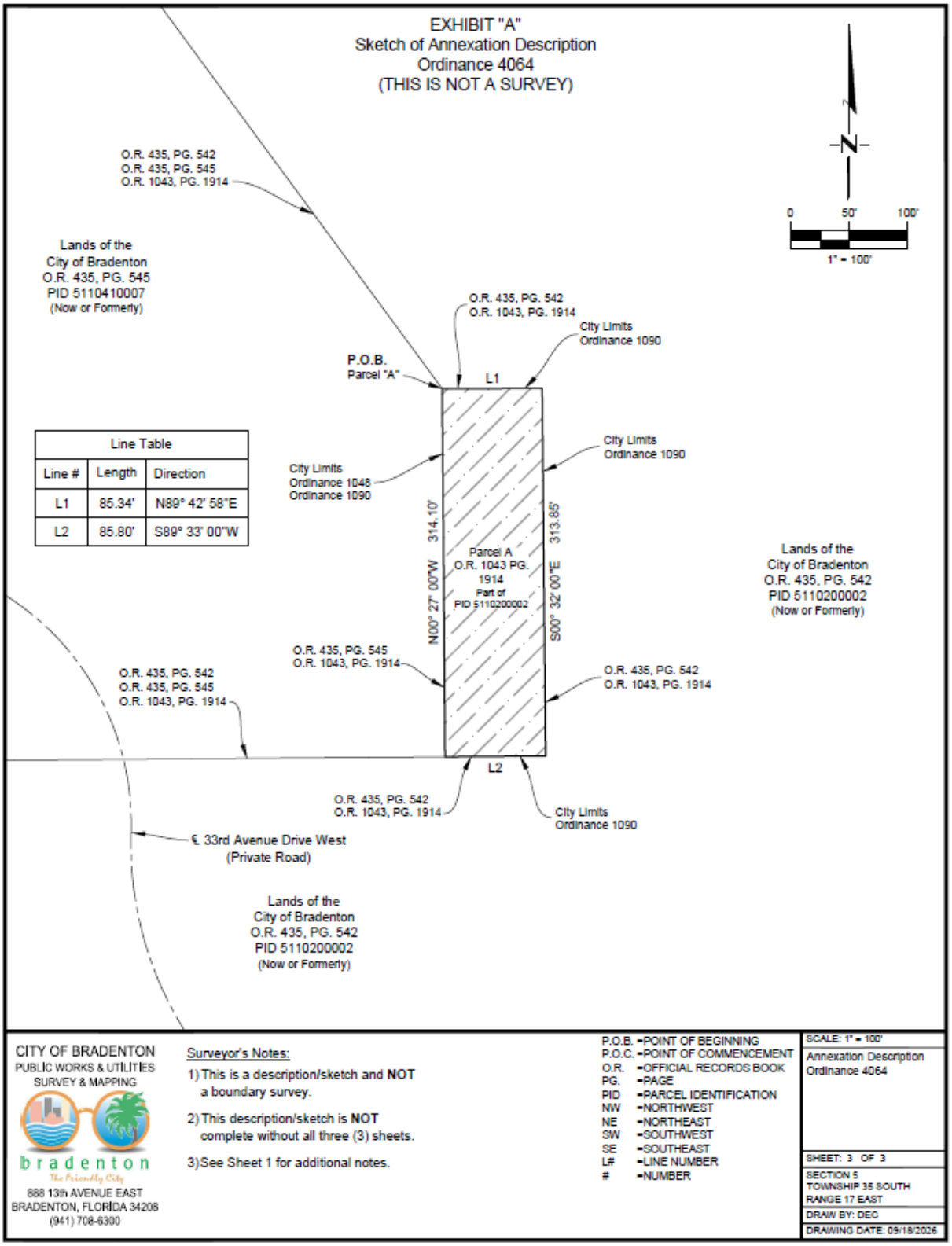

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S36° 21' 00"E 946.75'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
See Sheet 3
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N 00° 27' 00" W 314.10'
Parcel A, O.R. 1043, PG. 1914
Part of PID 5110200002
S 00° 32' 00" E 313.85'
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N 89° 33' 00" E 660.00'
S89° 33' 00"W 576.80'
L4
Parcel B, O.R. 1043, PG. 1914 Part of PID 5110200002
S 89° 33' 00" W 660.00'
L2
O.R. 435, PG. 542
City Limits
Ordinance 1090
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
0
100'
200'
1" = 200'
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
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P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A


EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
0
50'
100'
1" = 100'
O.R. 435, PG. 542
O.R. 1043, PG. 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
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Line Table
Line # | Length | Direction
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City Limits
Ordinance 1048
Ordinance 1090
City Limits
Ordinance 1090
314.10'
N00° 27' 00"W
Parcel A
O.R. 1043 PG.
1914
Part of
PID 5110200002
313.85'
S00° 32' 00"E
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
O.R. 435, PG. 542
O.R. 1043, PG. 1914
L2
O.R. 435, PG. 542
O.R. 1043, PG. 1914
City Limits
Ordinance 1090
℄ 33rd Avenue Drive West
(Private Road)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
CITY OF BRADENTON
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SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-ZON-26-0002
Ordinance No.:	4070
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

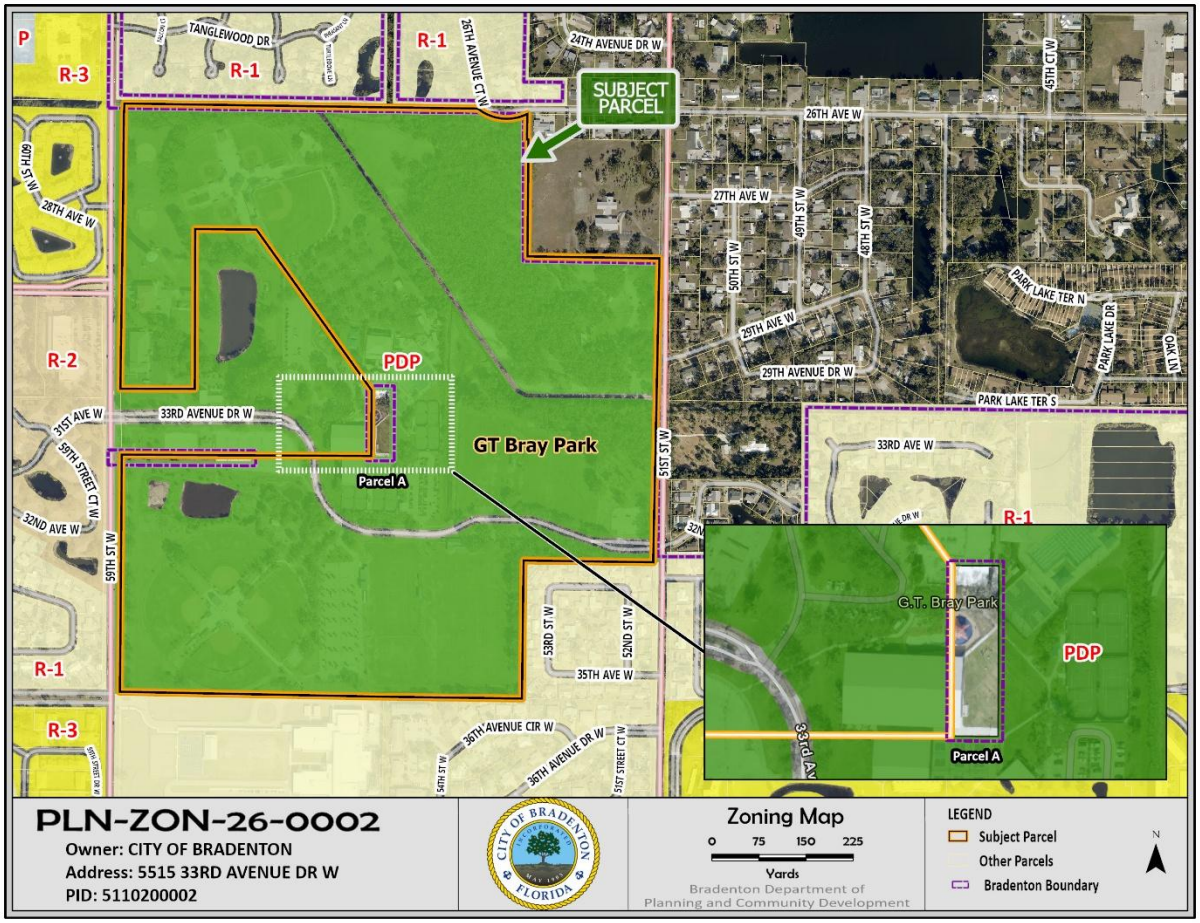
North:	City of Bradenton – Planned Development Project (PDP)
South:	City of Bradenton – Planned Development Project (PDP)
East:	City of Bradenton – Planned Development Project (PDP)
West:	City of Bradenton - Planned Development Project (PDP)

Future Land Use:

North:	City of Bradenton – Recreational / Open Space (R/OS)
South:	City of Bradenton – Recreational / Open Space (R/OS)
East:	City of Bradenton - Recreational / Open Space (R/OS)
West:	City of Bradenton - Recreational / Open Space (R/OS)

Request:

The City of Bradenton is pursuing an annexation of the subject property, henceforth "Parcel A". As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Land Use designations for the parcel located approximately 1,200 feet east of the intersection of 59th Street West and 33rd Avenue Drive West and totaling approximately .62 acres in size.



Planned Development District *(Proposed Zoning Classification):*

The Bradenton Land Use Regulations describe the Planned Development District zoning designation as:

> *This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.*

The zoning classification is most often used in special cases such as large scale projects and neighborhood projects, but in this instance is the existing land use regulation for all land within GT Bray Park, leading to this classification to be chosen for consistency

Future Land Use:

This application was submitted with a concurrent application to designate the property with the Recreational / Open Space Future Land Use Classification. Planned Development Project zoning and Recreational / Open Space future land use are compatible in this instance.

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The proposed zoning land use category and future land use category are consistent with the intent of the surrounding property and the comprehensive plan.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

Designating these properties as Planned Development District is consistent with the designation of adjacent property that is already under the City's jurisdiction. Granting this designation would allow for all the property within GT Bray Park to be the same zoning and future land use classification.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable

assurance that the demand for services allowed in the proposed land use atlas district can be met.

The property is already receiving the same benefits, utilities, and public usage that the surrounding property is receiving.
3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the Planned Development District zoning category does not conflict with the public interest. The property is in a park and will remain a park.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.
The parcel being annexed is in full compatibility with the surrounding properties in both usage and future usage.

Analysis:

Overall, it appears that PDP is a reasonable zoning classification given the adjacent City classification. PDP zoning is compatible with R/OS Future Land Use in this instance, which was requested in tandem.

On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Zoning district of Planned Development Project (PDP).

Respectfully submitted,
Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description and Survey

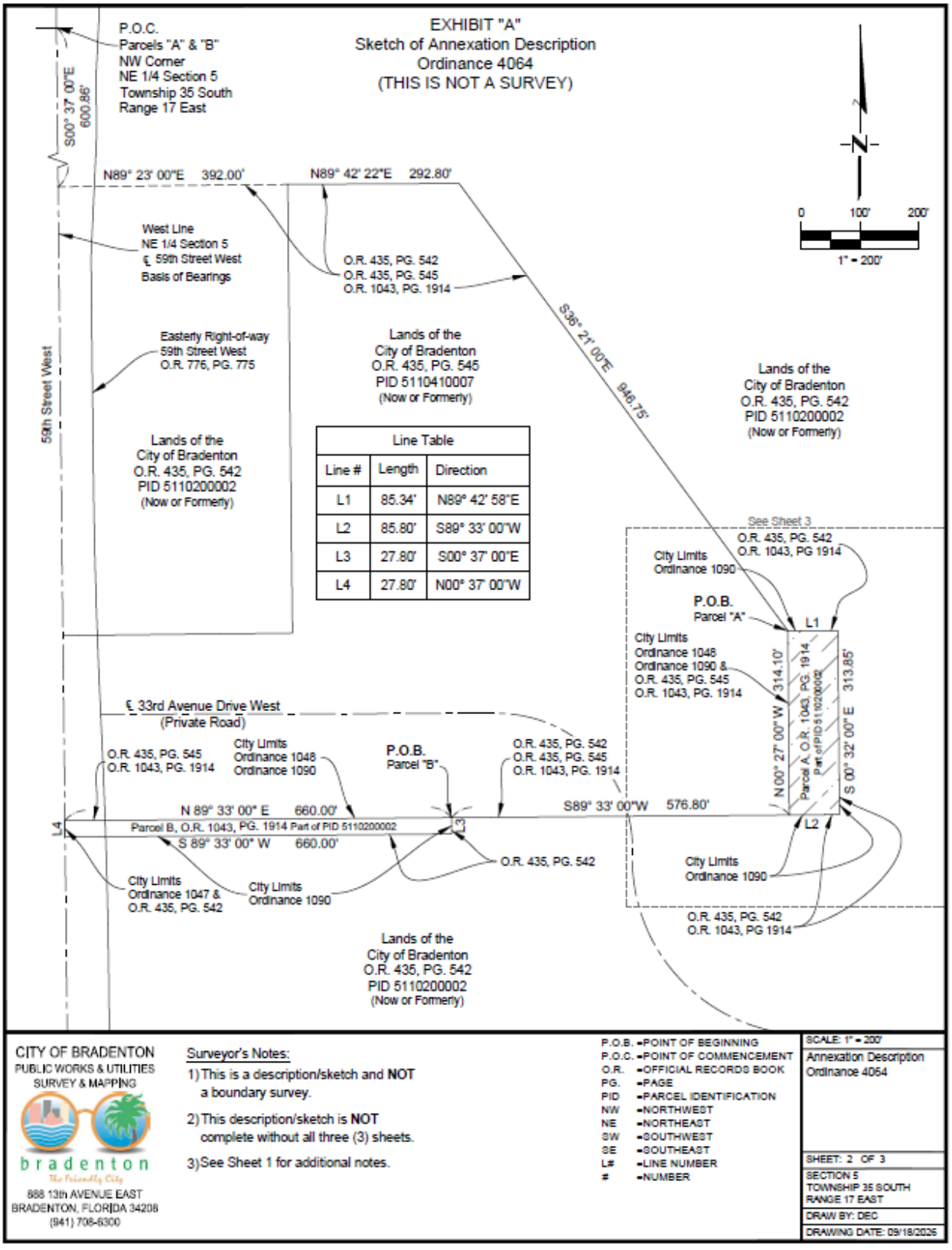


EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

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Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

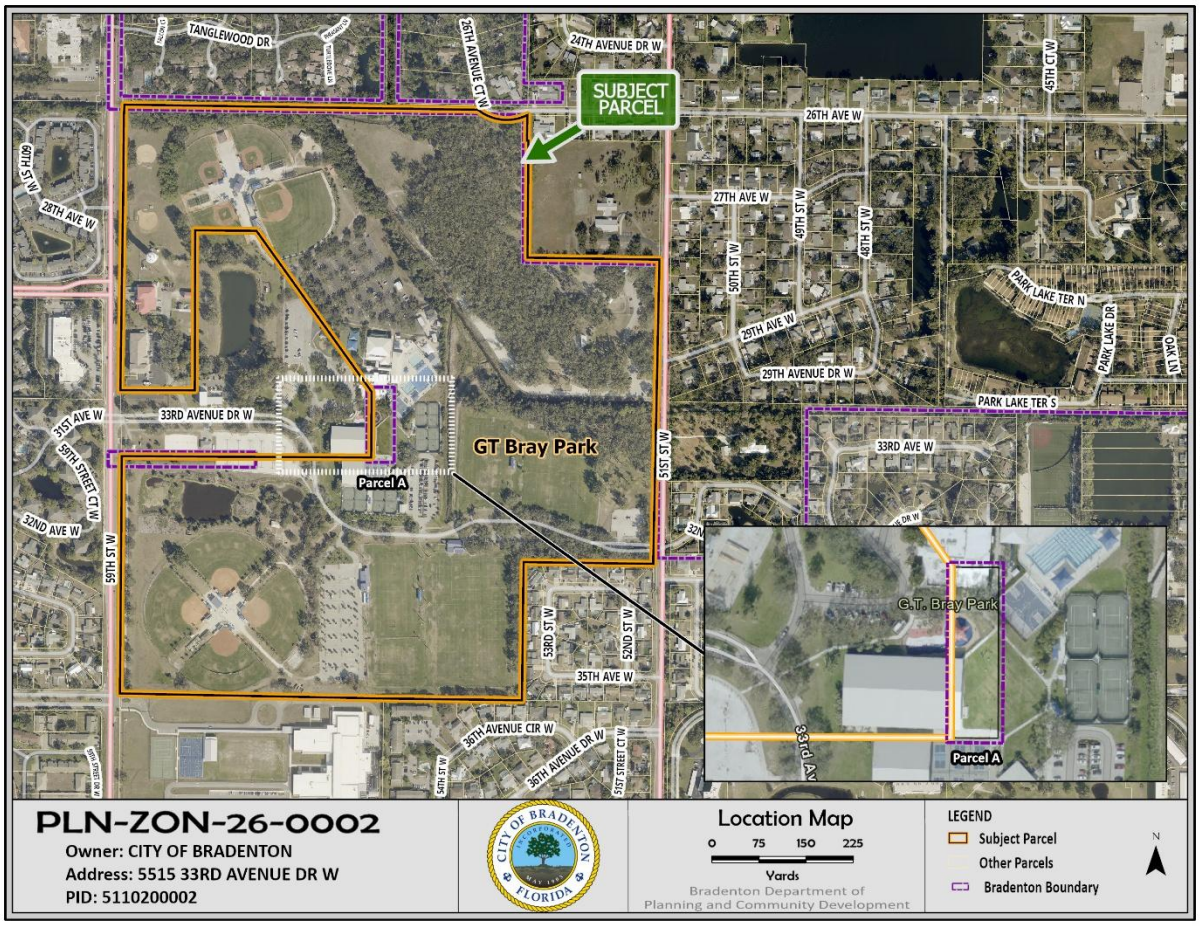


EXHIBIT C
Future Land Use Map (Current)

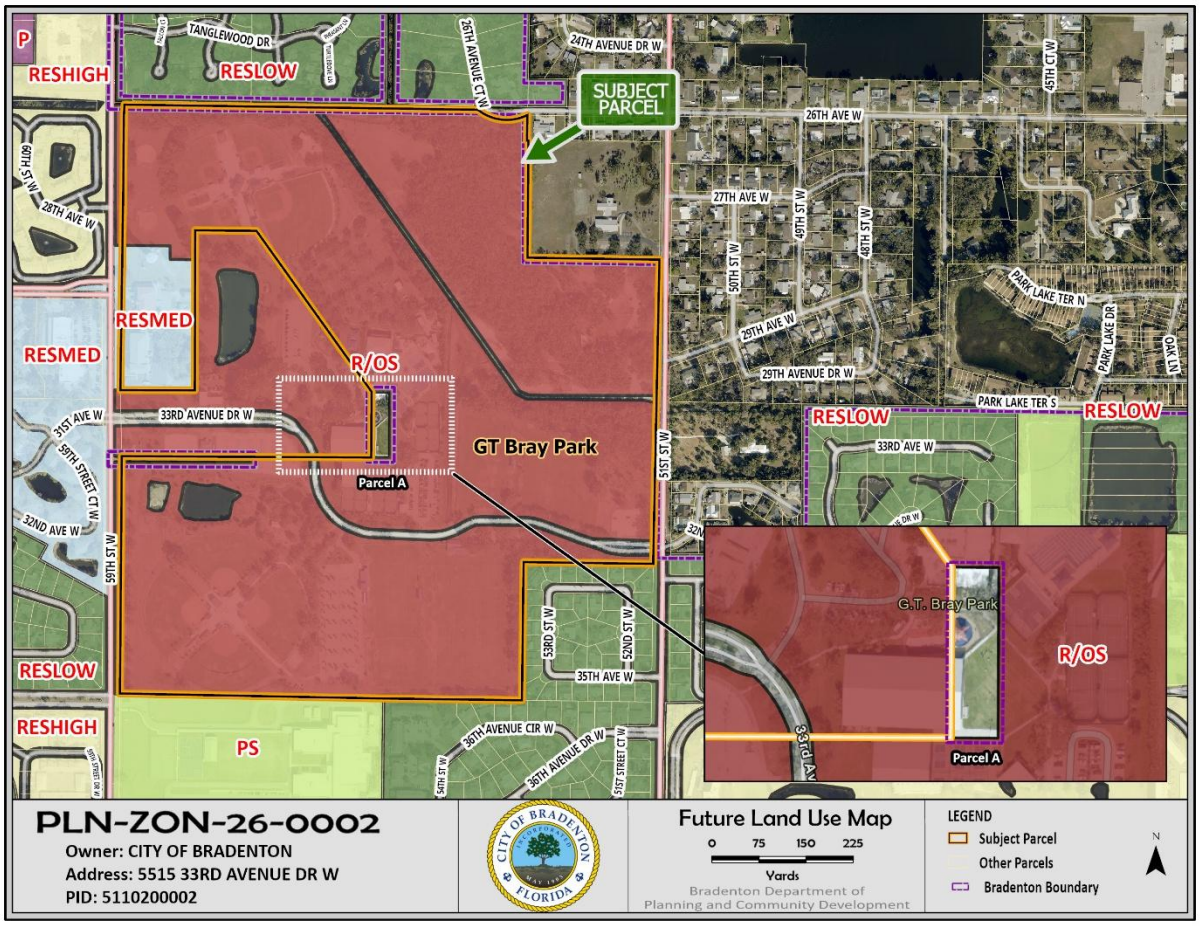
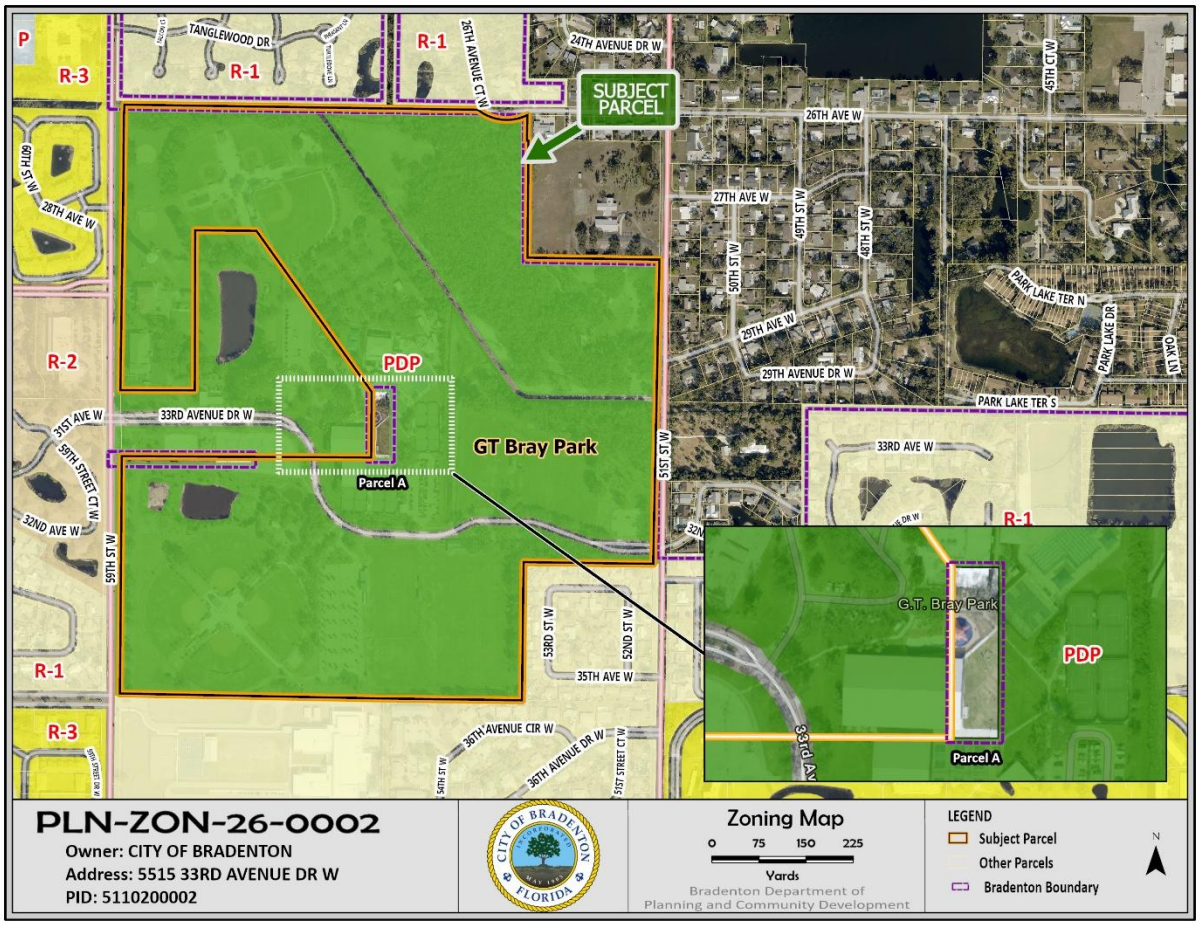


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

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Ordinance 4064
(THIS IS NOT A SURVEY)

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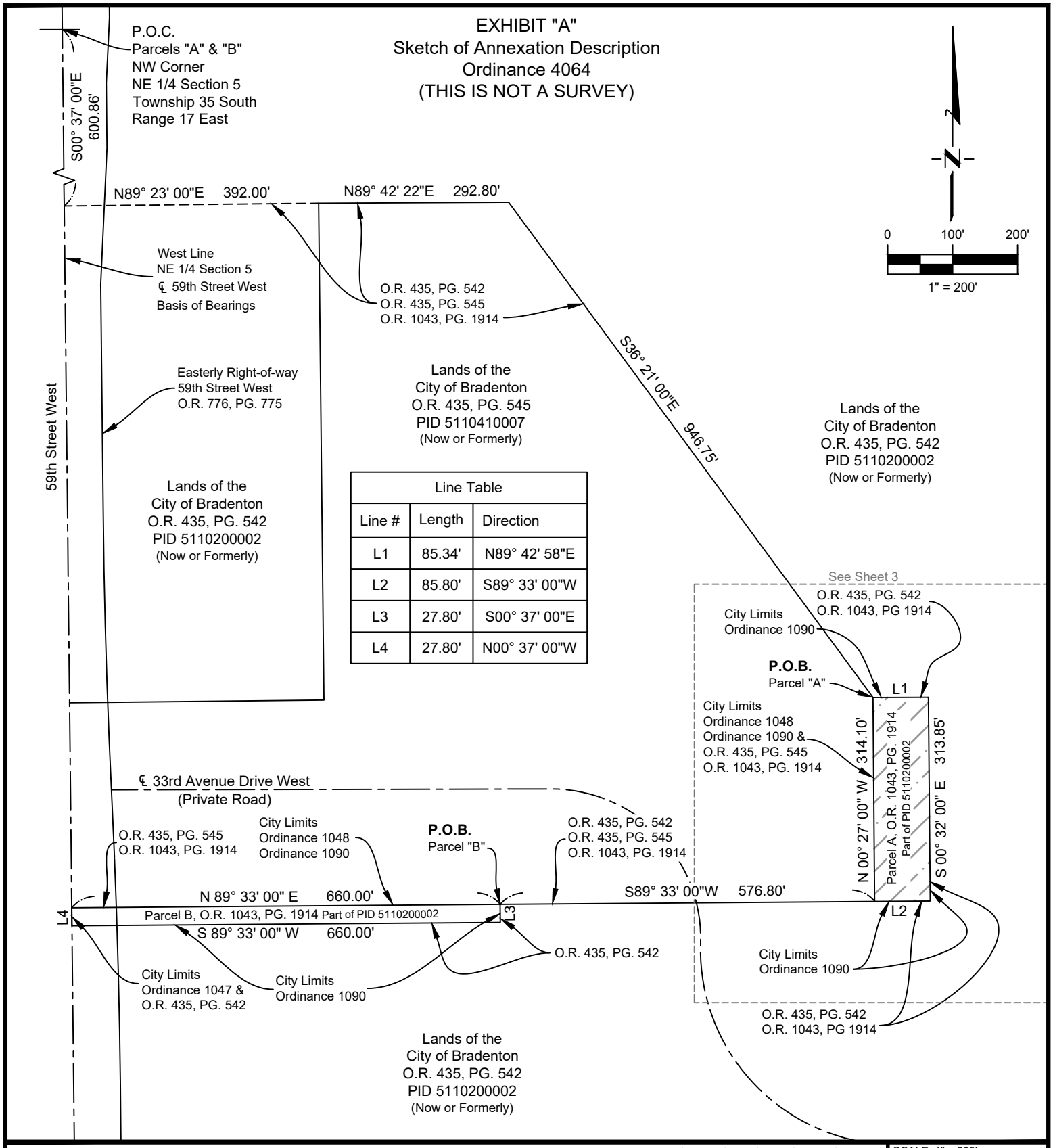
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

CITY OF BRADENTON
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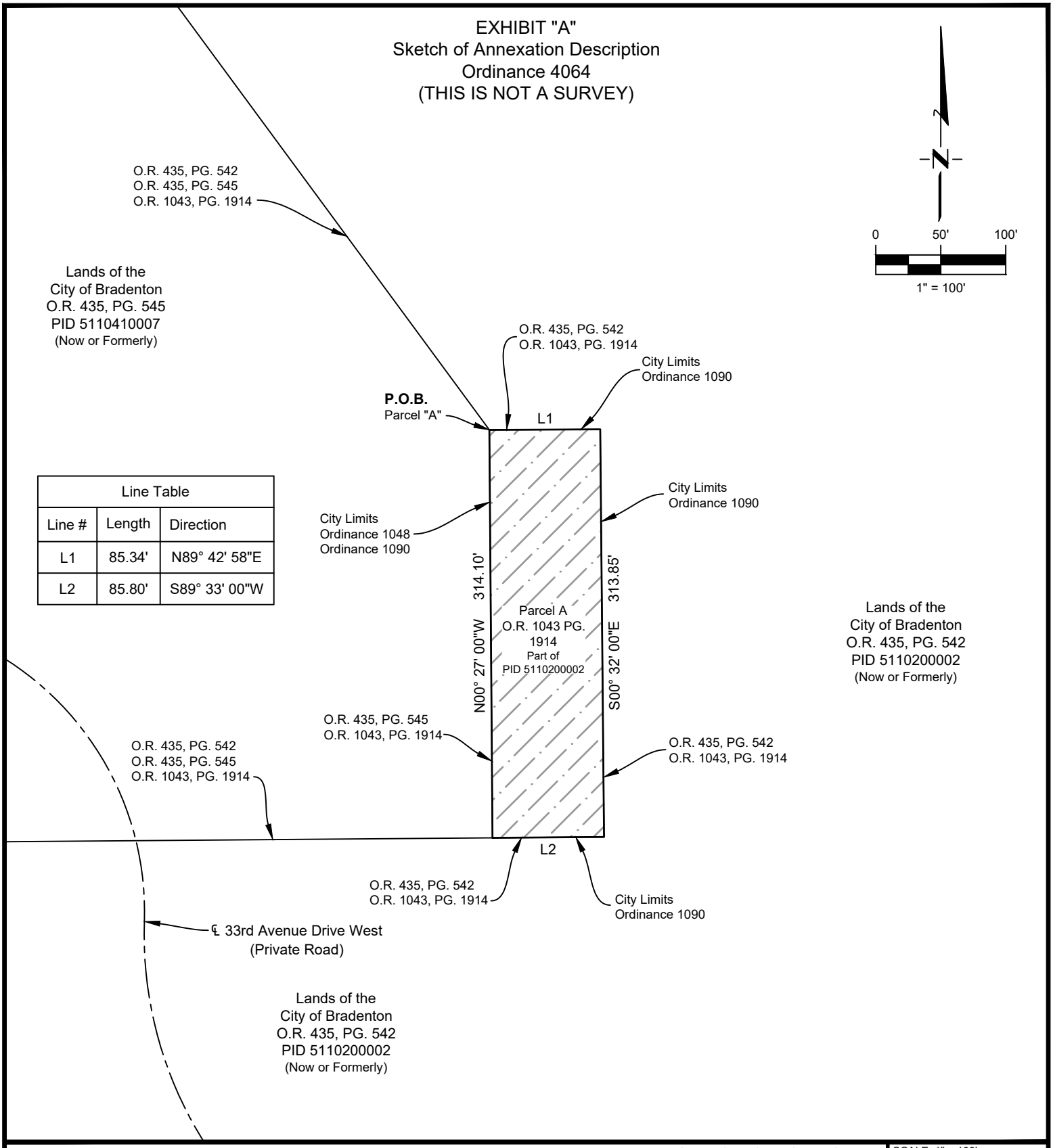
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

595

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGER, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

ORDINANCE NO. 4070
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is in regard to a Zoning Atlas Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting Planned Development Project (PDP). This designation would be an extension of the existing zoning classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the zoning classification of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** ORDINANCE 4083 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4083.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property. As part of the annexation process, the property must be assigned a zoning classification designation (separate application) and a land use designation under

the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4083.

ATTACHMENTS:
Ordinance 4083
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4083

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas ("Zoning Atlas") in order to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such land use regulations and Zoning Atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.42 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4081, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, on November 18, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4082, amending the City of Bradenton's Future Land Use Map to designate the Property as Recreational / Open Space (R/OS); and

WHEREAS, the City of Bradenton submitted a Zoning Atlas amendment application to designate the Property, consisting of approximately 0.42 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in preparation of the Amendment to the City's Zoning Atlas, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes,

held on November 18, 2026, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Zoning Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4081 becoming effective and shall otherwise become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF NOVEMBER 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:
Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

DAVID E. CRONKHITE, PSM — DATE 09/18/2026
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A

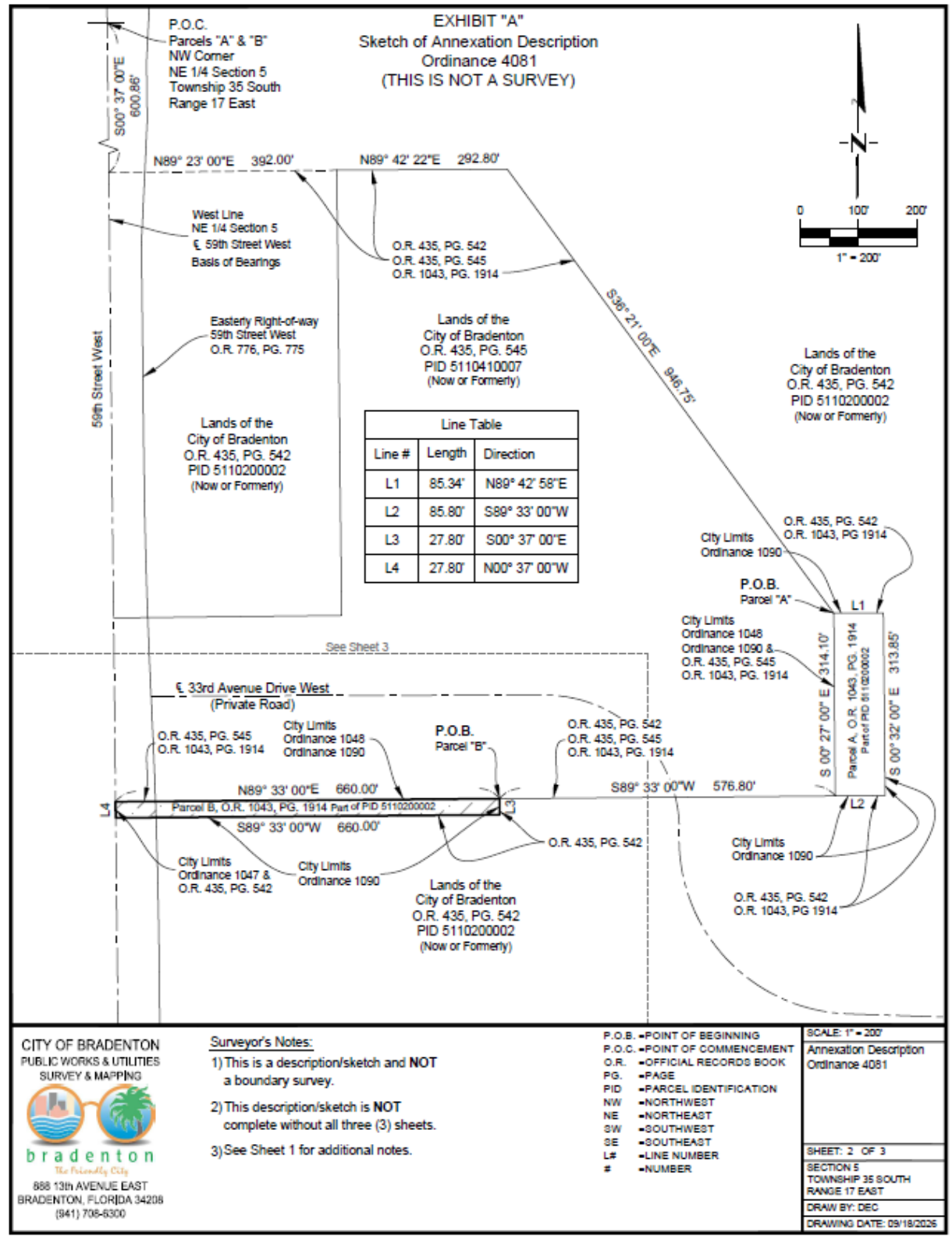
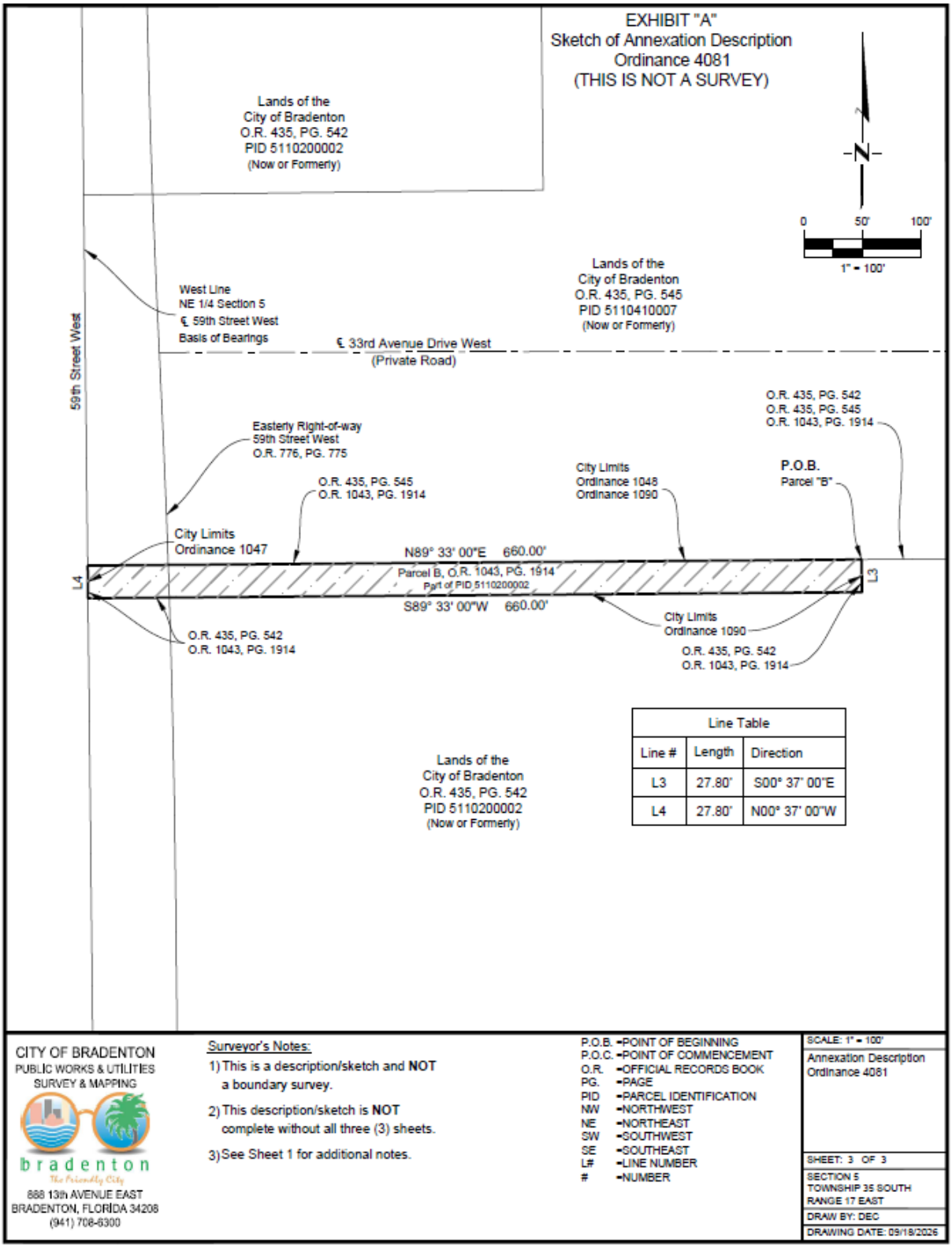

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S38° 21' 00"E 946.75'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S 00° 27' 00" E 314.10'
Parcel A, O.R. 1043, PG. 1914
Part of PID 5110200002
S 00° 32' 00" E 313.85'
See Sheet 3
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N89° 33' 00"E 660.00'
S89° 33' 00"W 576.80'
L4
Parcel B, O.R. 1043, PG. 1914 Part of PID 5110200002
S89° 33' 00"W 660.00'
L3
L2
O.R. 435, PG. 542
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
0 100' 200'
1" = 200'
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all three (3) sheets.
3) See Sheet 1 for additional notes.
P.O.B. -POINT OF BEGINNING
P.O.C. -POINT OF COMMENCEMENT
O.R. -OFFICIAL RECORDS BOOK
PG. -PAGE
PID -PARCEL IDENTIFICATION
NW -NORTHWEST
NE -NORTHEAST
SW -SOUTHWEST
SE -SOUTHEAST
L# -LINE NUMBER
-NUMBER
SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT A


EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
0
50'
100'
1" = 100'
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
59th Street West
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
City Limits
Ordinance 1047
N89° 33' 00"E 660.00'
Parcel B, O.R. 1043, PG. 1914
Part of PID 5110200002
S89° 33' 00"W 660.00'
L4
L3
O.R. 435, PG. 542
O.R. 1043, PG. 1914
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG. 1914
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
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Ordinance 4081
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-ZON-26-0003
Ordinance No.:	4083
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

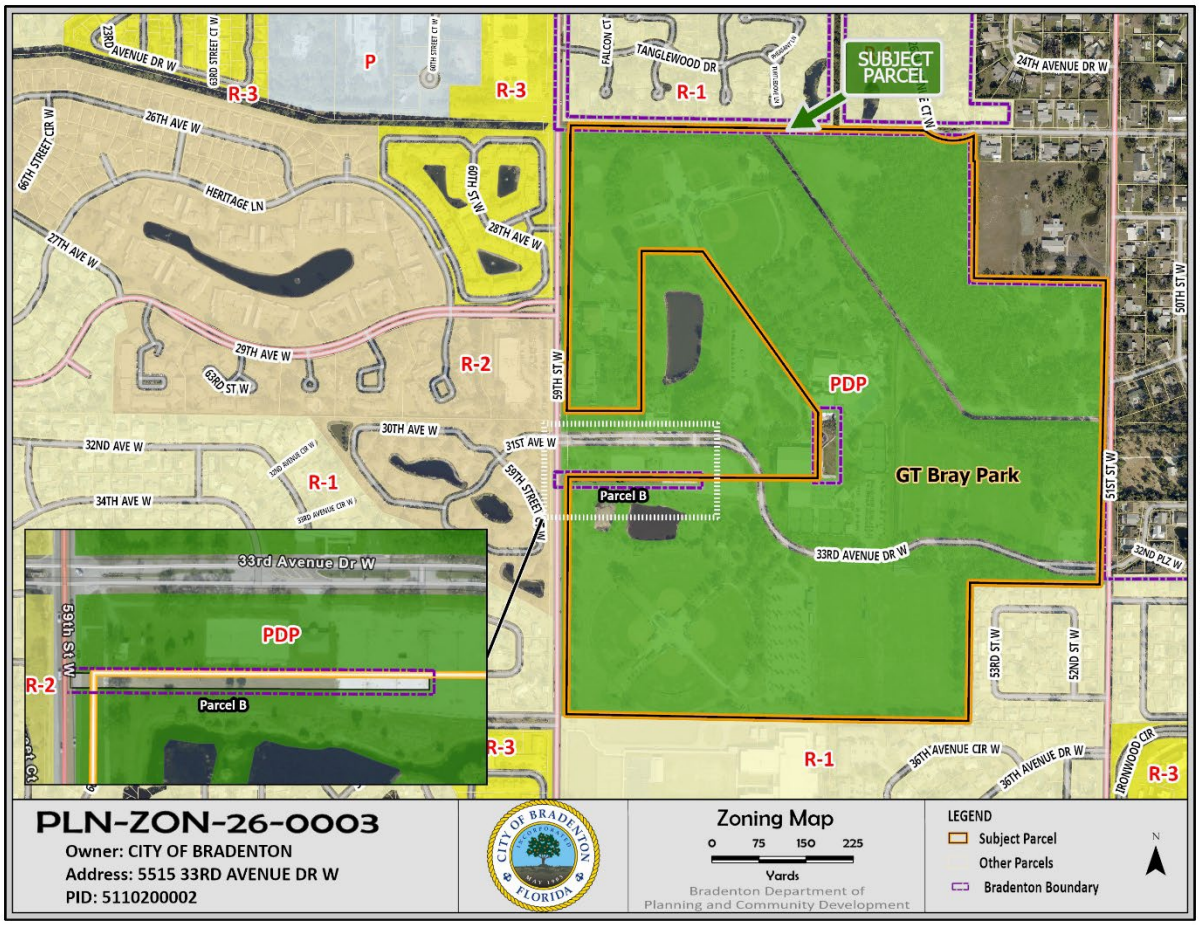
North:	City of Bradenton – Planned Development Project (PDP)
South:	City of Bradenton – Planned Development Project (PDP)
East:	City of Bradenton – Planned Development Project (PDP)
West:	City of Bradenton – R-2 Medium Density, 1 & 2 Family

Future Land Use:

North:	City of Bradenton – Recreational / Open Space (R/OS)
South:	City of Bradenton – Recreational / Open Space (R/OS)
East:	City of Bradenton - Recreational / Open Space (R/OS)
West:	City of Bradenton – Residential Medium

Request:

The City of Bradenton is pursuing an annexation of the subject property, henceforth "Parcel B". As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations for the parcel located East of 59th Street West and approximately 160 feet South of the intersection of 59th Street West and 33rd Avenue Drive West and totaling approximately 0.42 acres in size.



Planned Development District *(Proposed Zoning Classification):*

The Bradenton Land Use Regulations describe the Planned Development District zoning designation as:

> *This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.*

The zoning classification is most often used in special cases such as large scale projects and neighborhood projects, but in this instance is the existing land use regulation for all of the land within GT Bray Park, leading to this classification to be chosen for consistency.

Future Land Use:

This application was submitted with a concurrent application to designate the property with the Recreational / Open Space Future Land Use Classification. Planned Development Project zoning and Recreational / Open Space future land use are compatible in this instance.

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The proposed zoning land use category and future land use category are consistent with the intent of the surrounding property and the comprehensive plan.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

Designating these properties as Planned Development District is consistent with the designation of adjacent property that is already under the City's jurisdiction. Granting this designation would allow for all the property within GT Bray Park to be the same zoning and future land use classification.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable

assurance that the demand for services allowed in the proposed land use atlas district can be met.

The property is already receiving the same benefits, utilities, and public usage that the surrounding property is receiving.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the Planned Development District zoning category does not conflict with the public interest. The property is in a park and will remain in a park.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.
The parcel being annexed is in full compatibility with the surrounding properties in both usage and future usage.

Analysis:

Overall, it appears that PDP is a reasonable zoning classification given the adjacent City classification. PDP zoning is compatible with R/OS Future Land Use in this instance, which was requested in tandem.

On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Zoning district of Planned Development Project (PDP).

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description and Survey

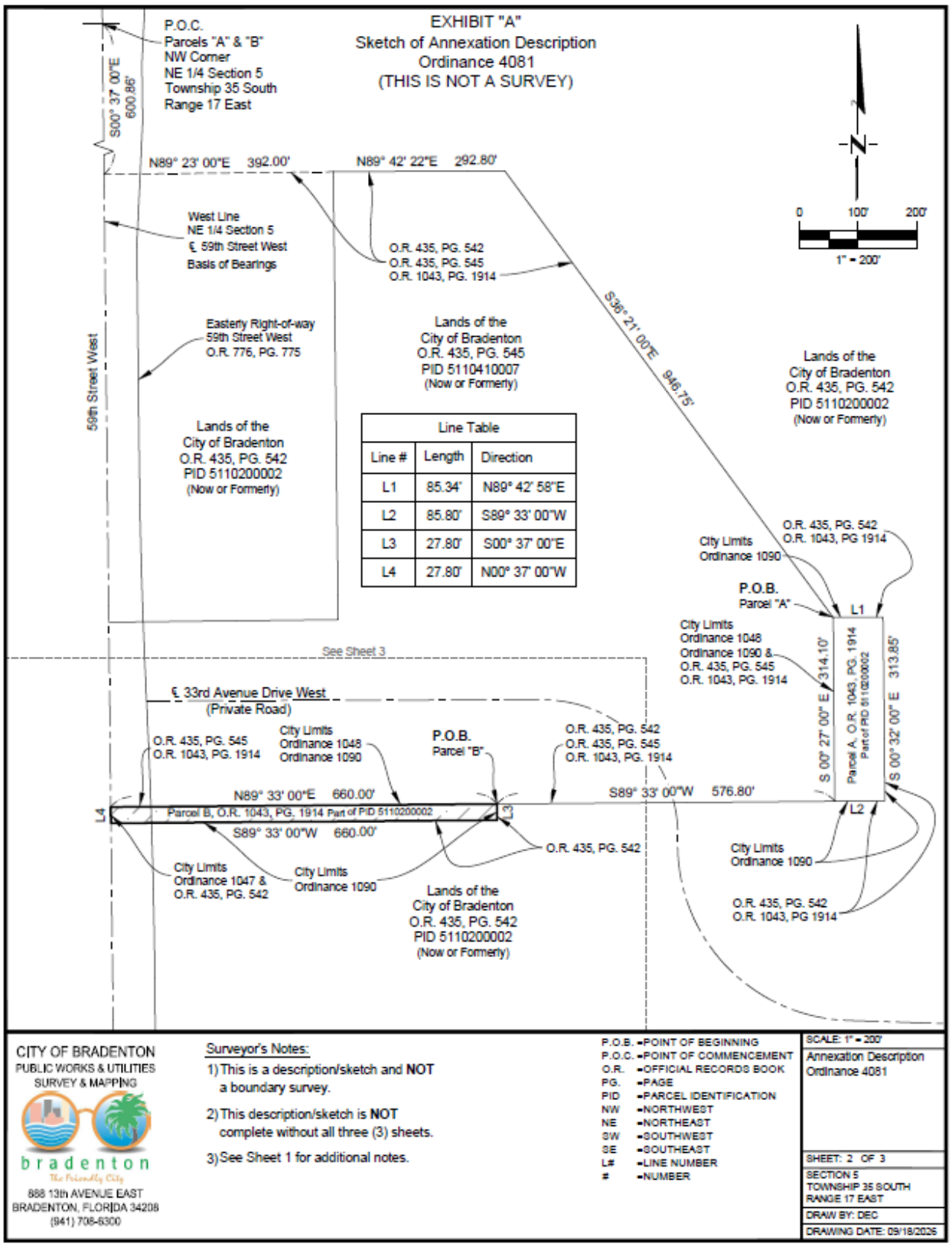


EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

09/18/2026
DATE

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

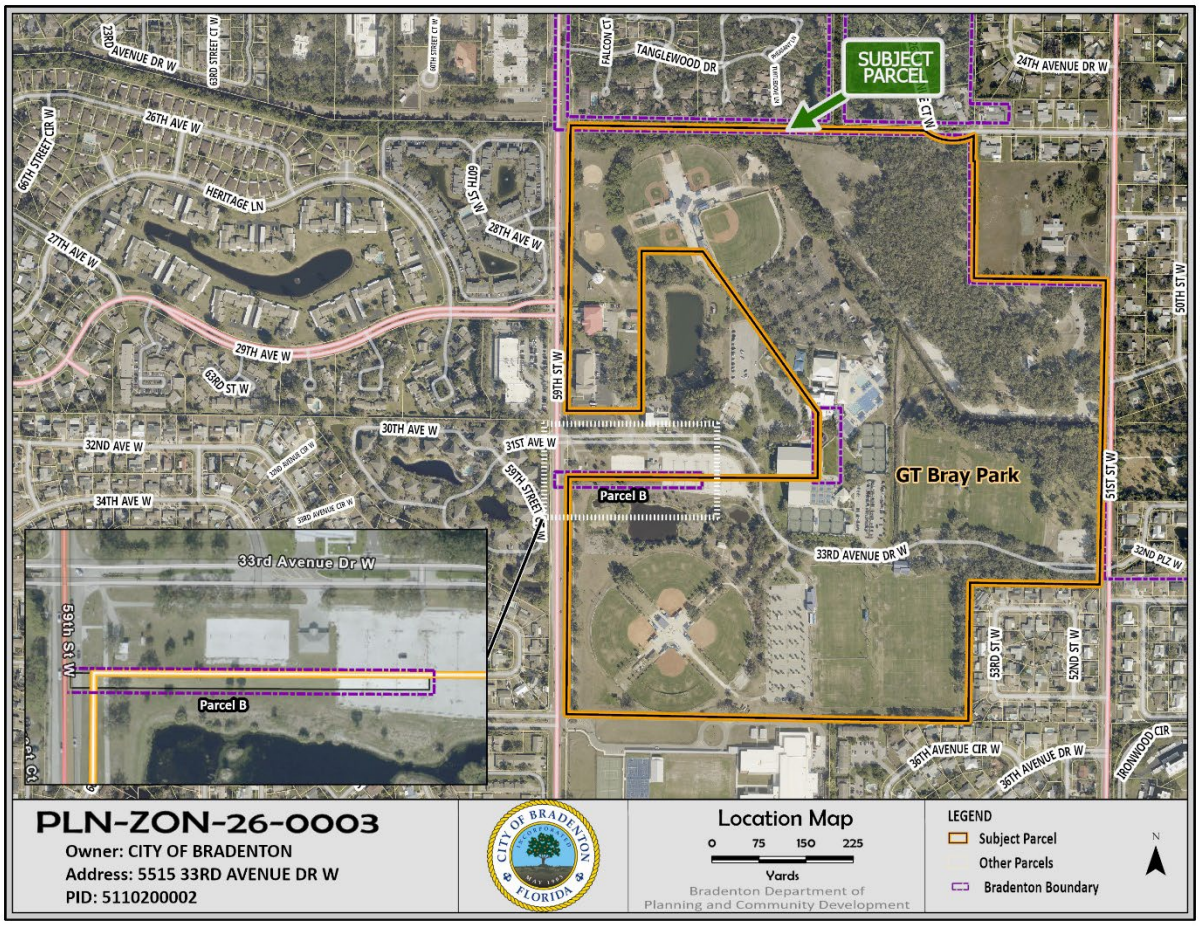


EXHIBIT C
Future Land Use Map (Current)

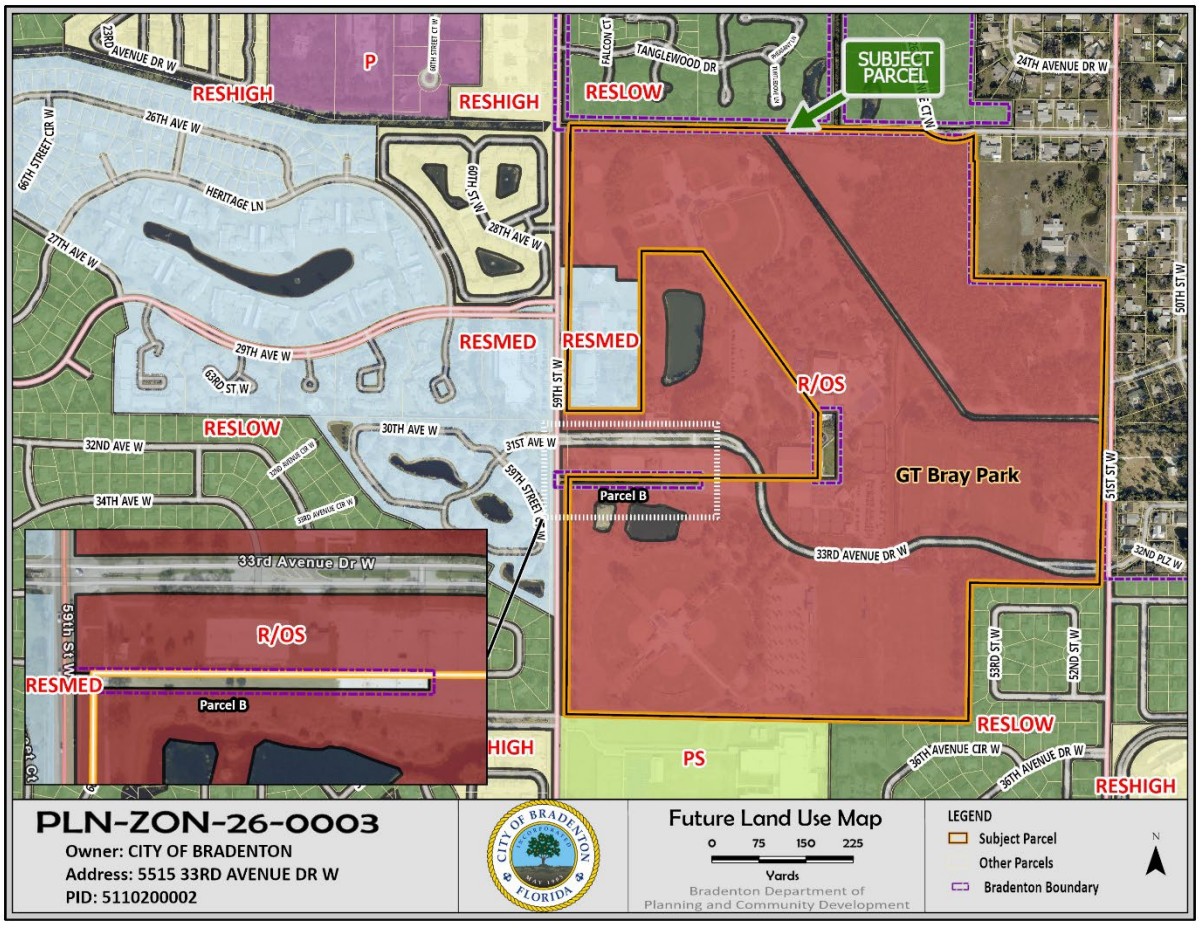
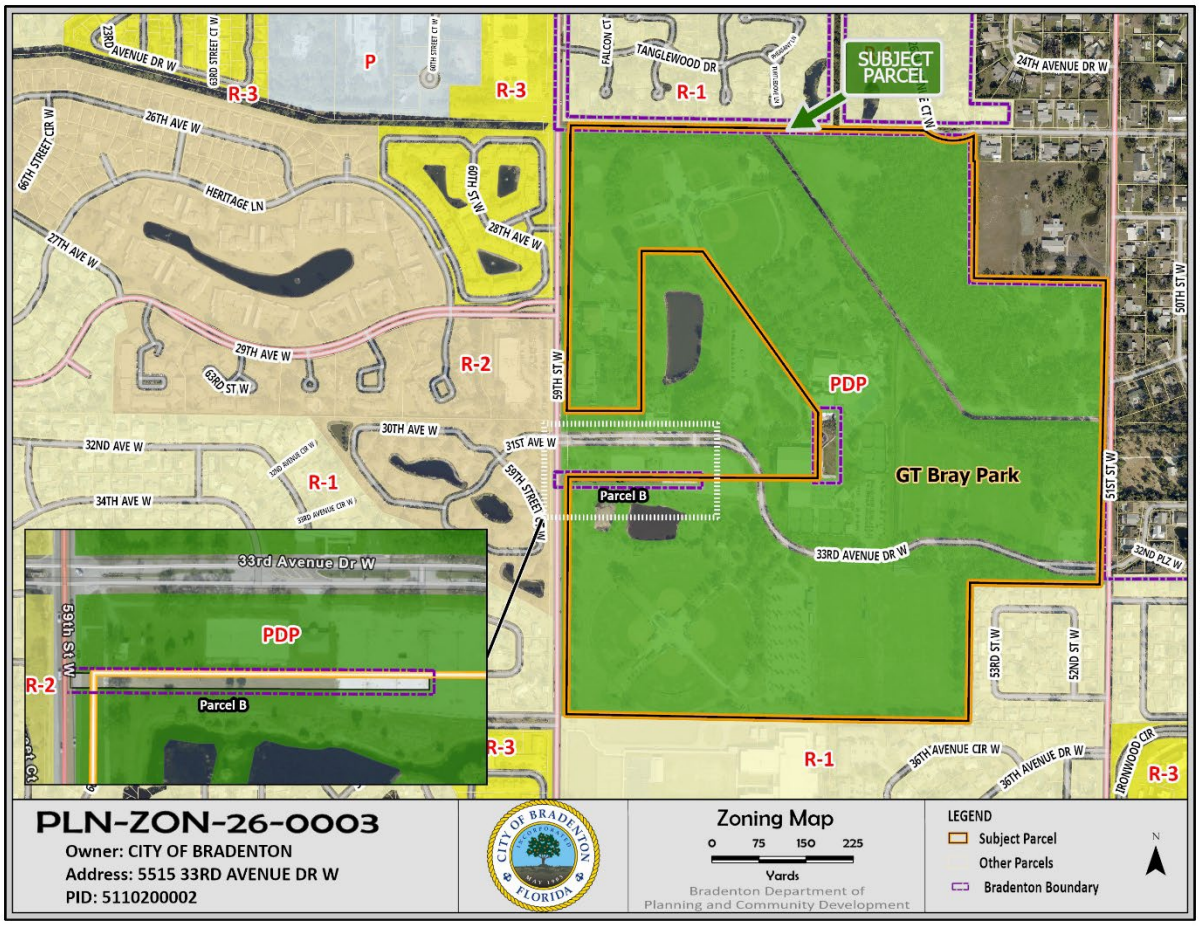


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

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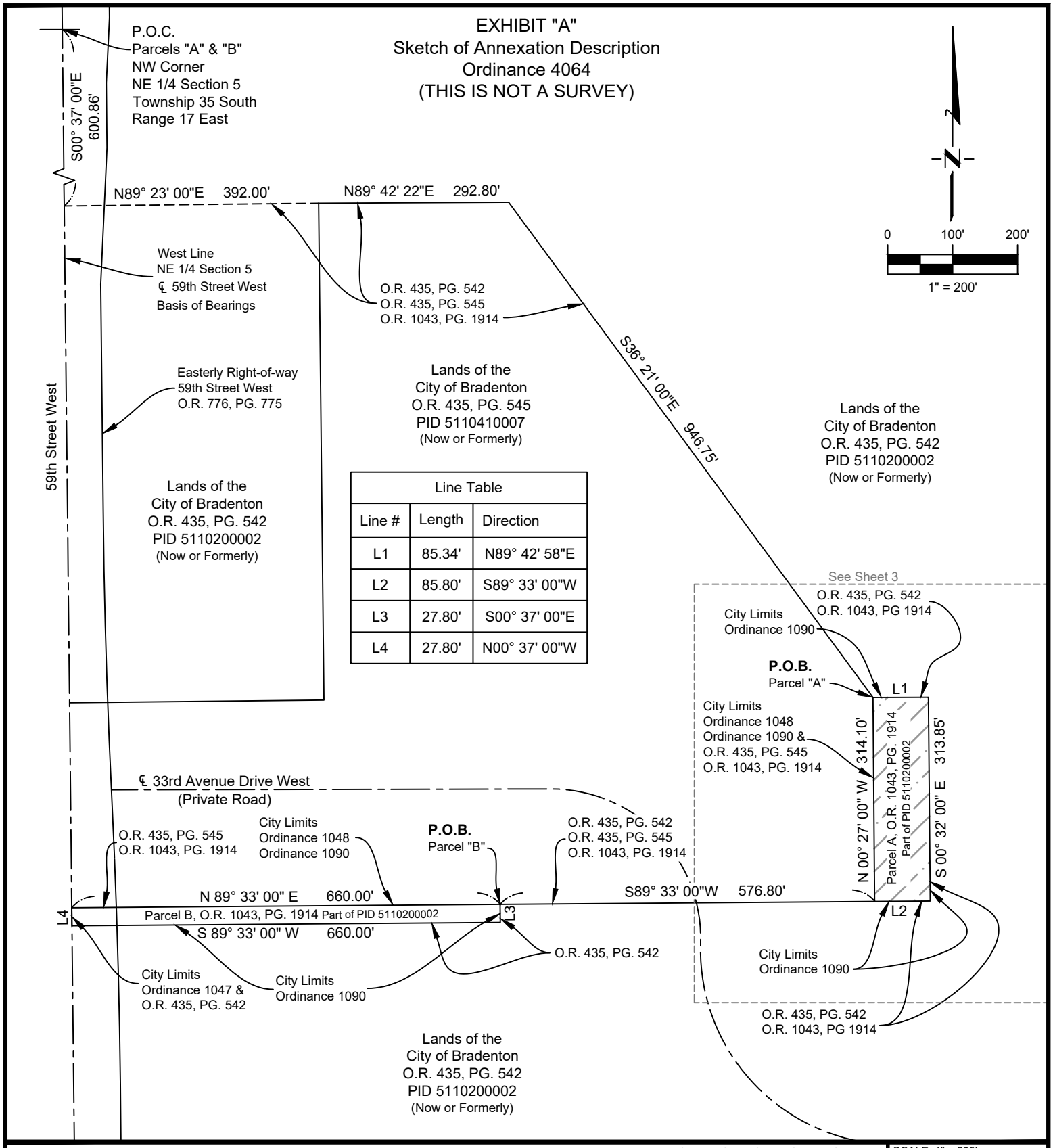
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(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
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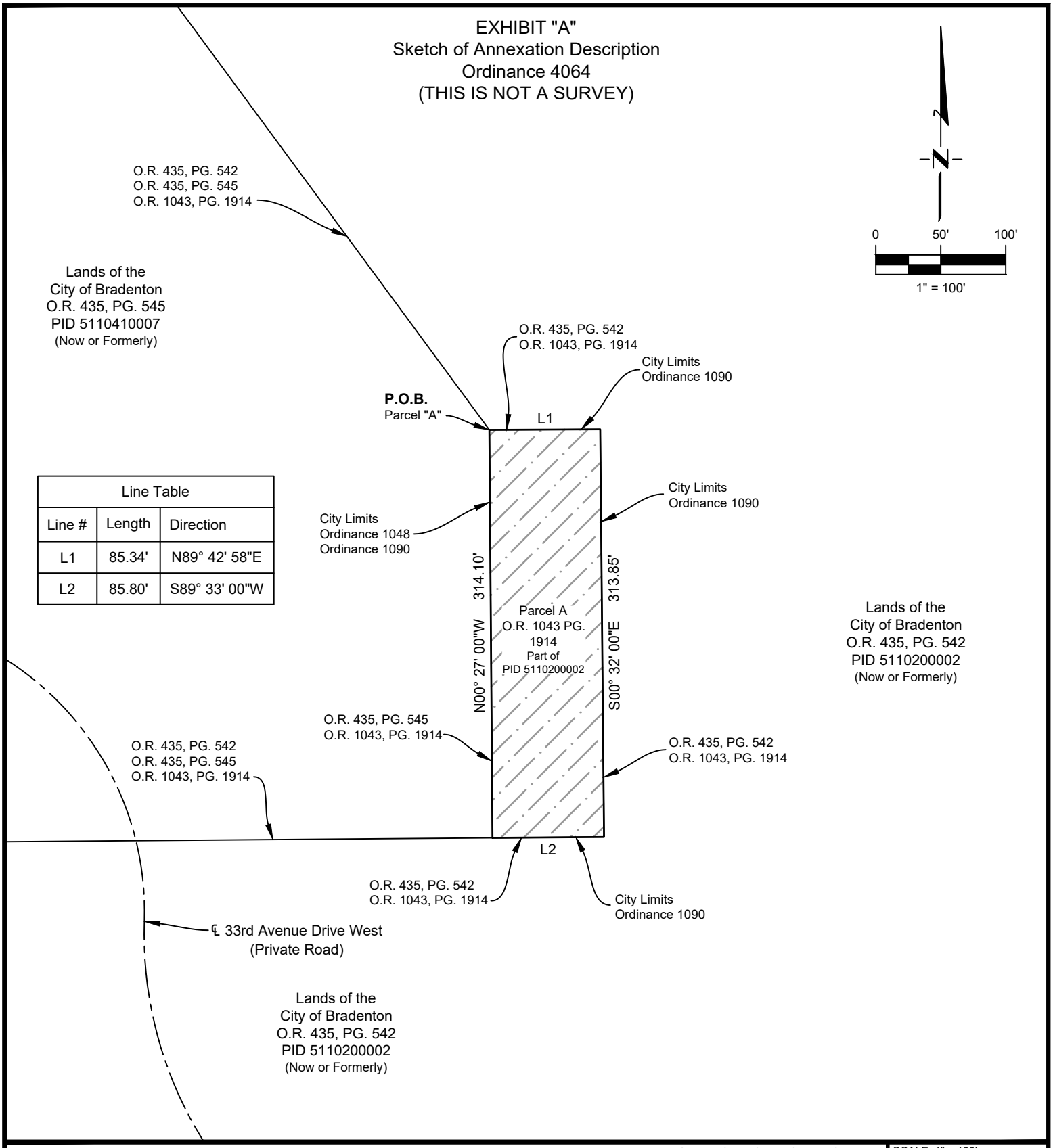
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P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
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SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David E. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Iucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGER, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID E. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Iucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

Irvin B. Lee P.E., Director

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

Facilities Report

Annexation from Manatee County to City of Bradenton

Parcels "A" & "B"

The City of Bradenton intends to annex two parcels contiguous to city property from unincorporated Manatee County into the City of Bradenton's jurisdiction. The real property was conveyed to the City of Bradenton from City National Bank of Miami by a fee simple deed recorded in Official Records Book 1043 page 1914 of the Public Records of Manatee County, FL. The intended use of these parcels is for recreational purposes.

Parcel "A" contains 0.62 acres or 26,866 square feet, more or less and Parcel "B" contains 0.42 acres or 18,348 square feet.

- **Potable Water** – City owned potable water is available. There is a 16" ductile iron main in the area.

- **Sanitary Sewer** – City owned sanitary sewer services are available. A 24" gravity sewer is in the area.

- **Stormwater** – Parcel A currently drains a City pond to the north on the City of Bradenton Fire Station parcel and Parcel B drains into Manatee County Right of Way along 59th St W

- **Police and Fire Protection** – An interlocal agreement will allow Manatee County Sheriff's Office and Manatee County Fire Rescue or City Police and Fire to cover the needs of the properties

- **Roadway maintenance** - Private road maintenance by primary user will continue

- **Parks and Recreation** – This is the intended use of the properties

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

Irvin B. Lee P.E., Director

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

The subject property is not expected to cause adverse issues to the current level of services provided to City residents.

Irvin B. Lee, P.E.

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

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

ORDINANCE NO. 4083: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED EAST OF 59TH STREET WEST AND APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET EAST 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, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is in regard to a Comprehensive Map Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting R/OS (Recreation/Open Space). This designation would be an extension of the existing Future Land Use classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the zoning classification of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4086 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

Portions of the Code of Ordinances list fees for utility payments, and some portions are also outdated. Staff aims to revise the code to establish utility rates, fees, and charges through resolution and update outdated technical provisions.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4086.

ATTACHMENTS:
Ordinance 4086
Business Impact Estimate

ORDINANCE NO. 4086

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, grants the City of Bradenton (the "City") broad home rule authority to enact ordinances for the protection of the public health, safety, and welfare of its residents; and

WHEREAS, Chapter 70 of the City's Code of Ordinances governs utilities provided by the City; and

WHEREAS, Chapter 70 of the City's Code of Ordinances contains certain schedules and technical provisions related to utility rates, fees, and charges; and

WHEREAS, the City Council of the City of Bradenton determines that it is in the best interest of the public safety and welfare of the citizens of the City of Bradenton to amend Chapter 70, Article III, Section 70-120(l), and Chapter 70, Article V, Sections 70-177 and 70-178 of the City's Code of Ordinances to remove certain fee schedules and technical provisions; and

WHEREAS, the City Council of the City of Bradenton determines that it is in the best interest of the public safety and welfare of the citizens of the City of Bradenton to further amend Chapter 70, Article III, Section 70-120(l), and Chapter 70, Article V, Sections 70-177 and 70-178 of the City's Code of Ordinances to enable the City Council to establish utility rates, fees, and charges by resolution.

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

SECTION 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

SECTION 2. Amended Code Language. Chapter 70, Article III, Section 70-120(l), and Chapter 70, Article V, Sections 70-177 and 70-178 of the City of Bradenton, Florida, Code of Ordinances are hereby amended as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in the attached Exhibit "A" upon taking effect.

SECTION 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

SECTION 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 6. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18TH DAY OF NOVEMBER , 2026.

CITY OF BRADENTON, FLORIDA

Gene Brown, Mayor

ATTEST:

Tamara Melton, City Clerk

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

FIRST READING: October 14, 2026
PUBLICATION DATE: November 8, 2026
SECOND READING: November 18, 2026

EXHIBIT A

Sec. 70-120. – Grease prevention program.

(l) *Fees.*

1) These fees are separate and distinct from all other fees chargeable by the city. All fees shall become immediately due and owing to the city upon receipt of invoices for rendition of services or expenditure by the city and shall become delinquent if not fully paid within 45 days after receipt. Any delinquent amount shall be subject to a late charge ~~of ten percent. Fees are as follows:~~ established by resolution of the City Council and kept on file in the city administrator or designee's office.
2) *Grease discharge permit fees.* Grease discharge permit (GDP) fees shall be determined according to the computed average daily water usage by the food handling area, including sanitary wastewater, of the food service facility based on at least six months accumulated data from the potable water meters. Fees shall be charged annually throughout the duration of the three-year permit and shall be established by resolution of the City Council and kept on file in the city administrator or designee's office. ~~as follows:~~

~~FLOW~~	~~FEE~~
~~• 0 to 100 gallons per day~~	~~$100.00/year~~
~~• 101 to 1,000 gallons per day~~	~~$200.00/year~~
~~• 1,001 to 10,000 gallons per day~~	~~$300.00/year~~
~~• Greater than 10,001 gallons per day~~	~~$400.00/year~~

Sec. 70-177. - Schedule of rates.

a) All developed property and parcels shall be subject to a stormwater fee.
b) The stormwater utility rate shall be established by resolution of the City Council and kept on file in the city administrator or designee's office. ~~$1.50 per month beginning with the first monthly billing, November, 1996.~~
~~c) The stormwater utility manager shall maintain a list of developed property properties within the city.~~
d) The ~~stormwater utility manager~~ Public Works Director shall re-evaluate and define the rate structure of the utility as deemed necessary. All recommended rate changes will be brought before council for approval.

Sec. 70-178. - Billing and payment; violations.

a) Stormwater management fees as established herein may include placement of the fee as a line item on the existing Bradenton utility bill pursuant to section 166.201, Florida Statutes, and article VIII, section 2(b), Florida Constitution.
b) The city shall include the monthly stormwater fee on its monthly utility bill for all occupants of property served by the city within and outside the jurisdictional limits of

the stormwater utility. ~~Owners of those properties not served by the city shall be billed quarterly on a separate billing by the utility.~~

c) All bills for stormwater management shall become due and payable in accordance with the rules and regulations of the city. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the statement in the proportion that an individual account bears to the total consolidated statement of all current charges of all accounts.

d) It shall be a violation of this article to fail to timely pay stormwater utility fees. Any charge due hereunder which is not paid when due may be recovered in an action at law by the city. The utility shall be entitled to recover attorney's fees incurred in collecting delinquent fees.

e) There shall be a late fee charge on accounts unpaid after ~~30~~ 20 days ~~in~~ and the amount ~~of 1½ percent per month, calculated from the due date of the invoice to and through the date paid.~~ shall be established by resolution of the City Council and kept on file in the city administrator or designee's office.

Additionally, for any late fee referred to collection, there will be a fee schedule established by resolution of the City Council and kept on file in the city administrator or designee's office. ~~as follows:~~

~~(1) $50.00 - 61—180 days after the due date of the fee invoice.~~

~~(2) $100.00 - 181 days to one year after the due date of the fee invoice.~~

~~(3) $500.00 - More than one year after the due date of the fee invoice.~~

f) The employees or authorized agents of the utility shall, at all reasonable times, have access to the property served by the utility for inspection, repair and the collection of delinquent charges.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

ORDINANCE NO. 4086
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance:

City of Bradenton Ordinance No. 4086 amends the City's Code of Ordinances to remove fixed utility fee schedules and technical rules from the code text, shifting the authority to set those rates, fees, and charges directly to the City Council via resolutions.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

We do not anticipate any economic impacts for businesses in the City of Bradenton.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

We do not anticipate any economic impacts for businesses in the City of Bradenton.

4. Additional information the governing body deems useful (if any):
None.

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 26-80 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70 OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton owns and operates a municipal water, wastewater, and reclaimed water utility system for the benefit of residents and commercial customers within its utility service area.

Section 180.13, Florida Statutes, authorizes municipalities to establish just and equitable rates, fees, and charges to be paid for the use of utility systems and facilities.

The City commissioned a Comprehensive Utility Rate and Cost of Service Study ("Rate Study") conducted by Matrix Consulting Group and the City commissioned a Fiscal Initiative Plan ("FIP") conducted by Woodard & Curran, both dated November 2026.

The Rate Study and FIP determined that current utility revenues are insufficient to meet projected operational and maintenance costs, necessary capital improvements, debt service coverage obligations, and inflation-related cost increases.

The statutory public notice of the proposed rate adjustment and public hearing notice was provided pursuant to Section 180.136, Florida Statutes, to consider public input regarding the proposed rate adjustments.

Staff desires to enact a new rate fee structure to more accurately reflect the costs of operation of such utility system, to decrease its dependence upon any general fund revenues, and to remain in compliance with its bond issues and covenants.

FINANCIAL IMPACT:
Operating, maintaining, and upgrading our utilities requires dedicated funding that reflects the true cost of service. Driven by inflation in construction materials, equipment, treatment chemicals, and skilled labor, the actual cost of delivering reliable service has risen. In accordance with state law, the governing body of a municipality is authorized to *"establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person, firm or corporation whose premises are served thereby."*

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 26-80.

ATTACHMENTS:
Resolution 26-80
Affidavit of Publication

CITY OF BRADENTON
RESOLUTION NO. 26-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70 OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton (the "City") owns and operates a municipal water, wastewater, and reclaimed water utility system for the benefit of residents and commercial customers within its utility service area; and

WHEREAS, Section 180.13, Florida Statutes, authorizes municipalities to establish just and equitable rates, fees, and charges to be paid for the use of utility systems and facilities; and

WHEREAS, the City commissioned a Comprehensive Utility Rate and Cost of Service Study (the "Rate Study") conducted by Matrix Consulting Group, dated November 2026; and

WHEREAS, the City commissioned a Fiscal Initiative Plan (the "FIP") conducted by Woodard & Curran, dated November 2026; and

WHEREAS, the Rate Study and FIP determined that current utility revenues are insufficient to meet projected operational and maintenance costs, necessary capital improvements, debt service coverage obligations, and inflation-related cost increases; and

WHEREAS, the City Council finds that adjusting utility service rates is necessary to ensure the continued reliability, safety, and regulatory compliance of the municipal utility infrastructure; and

WHEREAS, statutory public notice of the proposed rate adjustment was provided pursuant to Section 180.136, Florida Statutes, and a public hearing was held on November 18, 2026, to consider public input regarding the proposed rate adjustments; and

WHEREAS, the City Council of the City of Bradenton desires to enact a new rate fee structure to more accurately reflect the costs of operation of such utility system, to decrease its dependence upon any general fund revenues, and to remain in compliance with its bond issues and covenants; and

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

1. The City's rates and fee schedule for water, sewer and reclaimed water services shall be as set forth on that list of water, sewer and reclaimed water rates attached hereto as "Exhibit A" and shall be maintained in the office of the city clerk.

2. Any charges not modified by this Resolution shall remain in full force and effect.

3. This Resolution, and the rates adopted herein, shall take effect on December 1, 2026, and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18TH DAY OF NOVEMBER 2026.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
City Clerk	Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

Exhibit A

WATER, SEWER AND RECLAIMED RATES
City of Bradenton
Effective 12/1/2026
Resolution 26-80

I. Water Rates

A. Connection Charges

Meter Size (inches)	Connection Charge (with Meter)	Tapping Only	Meter Only	Commericial Deposit	Residential Deposit
3/4	$2,082	1" tap	$250	$135	$135
1	$2,180	$1,832	$348	$135	$135
1 1/2	$2,889	2" tap	$644	$200	n/a
2	$3,179	$2,245	$934	$200	n/a
3	n/a	4" tap	n/a	$500	n/a
4	n/a	$1,400	n/a	$600	n/a
6	n/a	$1,550	n/a	$700	n/a
8	n/a	$2,200	n/a	$1,000	n/a
10	n/a	$3,250	n/a	$1,000	n/a
Over 10	Cost plus 25%				

B. Monthly Charge

1. Base Charge

Meter Size (inches)	CUSTOMER CHARGE Inside City Limits	Outside City Limits	
3/4	$ 22.67	$ 28.35	or number of living units served times $10.58 ($13.22) whichever is greater
1	$ 42.39	$ 52.99	or number of living units served times $10.58 ($13.22) whichever is greater
1 1/2	$ 79.94	$ 99.93	or number of living units served times $10.58 ($13.22) whichever is greater
2	$ 107.56	$ 134.43	or number of living units served times $10.58 ($13.22) whichever is greater
3	$ 209.65	$ 262.05	or number of living units served times $10.58 ($13.22) whichever is greater
4	$ 356.77	$ 445.97	or number of living units served times $10.58 ($13.22) whichever is greater
6	$ 802.49	$ 1,003.12	or number of living units served times $10.58 ($13.22) whichever is greater
8	$ 1,449.53	$ 1,811.90	or number of living units served times $10.58 ($13.22) whichever is greater
10	$ 2,258.37	$ 2,822.96	or number of living units served times $10.58 ($13.22) whichever is greater
12	$ 2,644.76	$ 3,305.94	or number of living units served times $10.58 ($13.22) whichever is greater
Over 12	To be determined by the Public Works & Utilities Director.		

2. Volume (usage) Charge - Inside City Limits

- First 3,000 gallons $3.56 per 1,000 gallons
- Over 3,000 gallons $5.72 per 1,000 gallons

3. Volume (usage) Charge - Outside City Limits

- First 3,000 gallons $4.46 per 1,000 gallons
- Over 3,000 gallons $7.15 per 1,000 gallons

II. Sewer Rates

A. Connection Charges

Single Family Dwelling:	
- Single family dwelling unit containing not more than four (4) bedrooms.	$1,550.00
- Each additional bedroom	$672.00
Multi-Family Dwelling (i.e. Duplexes, Apartments, Condominiums, Motels, etc.):	
- The first units within each building or structure.	$1,550.00
- The second unit within each structure.	$672.00
- Each additional unit within the structure.	$623.00
Commercial, Non-Housing Structure:	
- Commercial restaurants: for each 25 seats.	$1,550.00
- Hospitals, nursing and convalescent homes including all related facilities (each bed).	$1,550.00
- Offices and other commercial or industrial buildings or structures, each 3,000 square feet.	$1,550.00
- For businesses, commercial or any type of industrial operations not specifically enumerated above and which have excessive wastewater flows and strengths as set forth in Ordinance no. 1142 and not clearly defined, the Director of Public Works or his designated representative will set the connection charge as a resul of his findings.	To be calculated by Public Works and Utilities
All Other Structures (not mentioned above)	
- For any tap or connection for which no specific provision is made herein, each 3,000 square feet.	$1,550.00

B. Monthly Charge

1. Base Charge

Meter Size (inches)	CUSTOMER CHARGE Inside City Limits	Outside City Limits	
3/4	$ 33.49	$ 41.86	or number of living units served times $16.85 ($21.06) whichever is greater
1	$ 62.63	$ 78.29	or number of living units served times $16.85 ($21.06) whichever is greater
1 1/2	$ 102.17	$ 127.71	or number of living units served times $16.85 ($21.06) whichever is greater
2	$ 159.13	$ 198.91	or number of living units served times $16.85 ($21.06) whichever is greater
3	$ 310.18	$ 387.73	or number of living units served times $16.85 ($21.06) whichever is greater
4	$ 527.92	$ 642.85	or number of living units served times $16.85 ($21.06) whichever is greater
6	$ 1,186.64	$ 1,483.30	or number of living units served times $16.85 ($21.06) whichever is greater
8	$ 2,143.14	$ 2,678.91	or number of living units served times $16.85 ($21.06) whichever is greater
10	$ 3,157.64	$ 3,947.03	or number of living units served times $16.85 ($21.06) whichever is greater
12	$ 4,030.48	$ 5,038.11	or number of living units served times $16.85 ($21.06) whichever is greater
Over 12	To be determined by the Public Works & Utilities Director.		

2. Volume (usage) Charge - Inside City Limits

- First 3,000 gallons $3.04 per 1,000 gallons
- Over 3,000 gallons $6.75 per 1,000 gallons

3. Volume (usage) Charge - Outside City Limits

- First 3,000 gallons $3.80 per 1,000 gallons
- Over 3,000 gallons $8.44 per 1,000 gallons

4. Sewage Strength Surcharge

- If the BOD and suspended solids are above the limits for domestic sewage, add the following to the monthly sewage volume charge:

(BOD measured or)		
(Estimated Mg/l -1 or) (250)	$0.99	$4.67
(Suspended solids measured or)		
(Estimated Mg/l -1 or) (250)	$0.99	$4.72

III. Impact Fees

A. Water - $62.24 per fixture unit valve. (change effective 8/1/06 per Resolution No. 06-45)

B. Sewer - $81.34 per fixture unit valve. (change effective 8/1/06 per Resolution No. 06-45)

IV. Reclaimed Water Tapping Charge.

At the time of making application for tapping into City of Bradenton reclaimed water system, the applicant shall pay to the Department of Public Works, taking their receipt herefor, the sum to cover the cost of making the taps upon the reclaimed water mains as follows:

Reclaimed Water Meter Size (Inches)	Connection Charge
3/4	$381
1	$569
1 1/2	$799
2	$1,245
3	$1,519
4	$2,282
6	$3,808
8	$4,407
10	$5,007

All meters 12-inches or larger shall be charged for at the cost of labor and material, including cost of meter plus twenty-five percent (25%) thereof.

V. Reclaimed Water Service Rates and Charges.

The monthly rates and charges to those served by the facilities and services afforded by the reclaimed water system of the City shall consist of a customer charge and volume charge as follows:

A. Base Charge

Reclaimed Water Meter Size (Inches)	Base Charge
3/4	$8.14
1	$13.04
1 1/2	$24.45
2	$32.60
3	$65.21
4	$105.98
6	$244.58

Customers with reclaimed water meter size 8-inches and larger shall be required to enter into a service contract with the City which shall include customer charges.

B. Volume (usage) Charge

Reclaimed Water Used per Month (Gallons)	Volume Charge (per 1000 Gallons)
0 to 20,000	$0.94
20,001 to 100,000	$0.85
100,001 to 250,000	$0.77
250,001 to 500,000	$0.70
Over 500,000	$0.56

Customer who average in excess of 500,000 gallons per month will be required to enter into a service contract with the City which shall include volume charges.

VI. Deposit Fees.

Deposit fees shall be required from all reclaimed water customers to ensure the payment of reclaimed water charges. Such deposit shall be held by the City without payment of interest. Customers who have an amount on deposit which is less than required shall not be required to make the increased deposit until there has been an interruption in reclaimed water service for nonpayment of charges.

Reclaimed Water Meter Size (Inches)	Deposit Fee
3/4	$135
1	$135
1 1/2	$200
2	$500
3	$1,000
4	$1,400
6	$2,400
8	$4,000
10 and above	$5,000

VII. Billing and Collection of Reclaimed Water Charges.

A. Reclaimed water charges as established herein may include placement of the fee as a line item on the existing Bradenton utility bill pursuant to Section 166.201, Florida Statutes, and Article VIII, Section 2 (b), Florida Constitution.

B. The City shall include the monthly reclaimed water charges on its monthly utility bill for all reclaimed water customers served by the City's water and wastewater utility system. Reclaimed water customers who are not served by the City's water and wastewater utility system shall be billed monthly on a separate billing by the City.

C. If any bill for reclaimed water service charges shall not be paid before the 20th day following the original date of billing, an additional charge equal to ten percent of the amount of such bill shall be added thereto. If the amount of such reclaimed water service charges shall not be paid within 30 days from the rendition of such bill, the Director of Public Works shall discontinue furnishing reclaimed water to such premises and shall disconnect the premises from the reclaimed water system of the City and shall proceed forthwith to recover the amount of such reclaimed water services in such lawful manner as he may deem advisable. The City shall be entitled to recover attorney's fees incurred in collecting delinquent fees.

VIII. Annual Adjustments

Each year beginning October 1st, water, sewer and reclaimed base and volume (usage) charges shall be subject to a potential increase by a percentage amount equal to the percentage increase of the Consumer Price Index for all Urban consumers (CPI-U) as determined by the U.S. Department of Labor, Bureau of Labor Statistics for the last twelve (12) month period that will allow adequate time for public notice. Such increased rates shall become effective on October 1st unless otherwise revised by resolution of the City Council.

CITY CLERK FEE SCHEDULE
City of Bradenton
(fee policies on file in the City Clerk's office)

FEE	FEE DESCRIPTION	FEE AMOUNT	FEE AUTHORITY
Administrative	Fee charged to turn on or off a water meter or to obtain the final and\or start meter reading when utility accounts change account holders.	$20.00	Sec. 70-153. - Charge for turning on or turning off water; service calls.
Tampering or Illegal Use	Fee charged when evidence of tampering with a city owned water meter as determined by the Utility Billing Department. Fee is charged on a per occurrence basis.	**First** Offense = $250 **Second** Offense = $500 **Each occurring offense after** = $500	Sec. 70-40. - Unauthorized use or taking of water.
Additional Deposit	Additional deposit is applied to accounts that have been shut-off for non-payment. Additional Deposits are applied to the customer's account at the time the disconnection order is generated and must be paid prior to services being restored.	Additional Deposit amount is calculated based on a six (6) month average bill amount times two (2) months, plus $20.00.	Sec. 70-151 (3). - Utility deposits prerequisite to service.
Credit or Debit Card Charge Back	A fee of no less than $20 will be charged to the customer if their utility bill payment is returned through a bank chargeback. Fee may increase depending on the return charge received by The City of Bradenton.	Minimum $20	Sec. 70-64. - Schedule of fees.
NSF-Returned Item	A fee of no less than $25 will be charged to the customer if their utility bill payment is returned through a bank NSF. Fee may increase depending on the return charge received by The City of Bradenton.	Minimum $25	Sec. 70-64. - Schedule of fees.
Hydrant Meter Deposit	Upon request of a Hydrant Meter, customer will pay a refundable deposit. Deposit is applied to the utility account upon closing. Should a credit balance exist after final billing, customer will receive a refund check within 30 days.	$2,300	Sec. 70-38. - Application for water service & Sec. 70-151 (3). - Utility deposits prerequisite to service.
After-Hours Service	Fee charged to customers who request service to be turned on or off outside of regular business ours (see Hours of Operation at www.cityofbradenton.com for details).	$75	Sec. 70-64. - Schedule of fees
Irrigation Meter and Installation	Fee charged for 3/4" or 1" water meter to record irrigation usage. Prior to installation, a backflow prevention device must be installed. Fee is paid by customer at the time of request and prior to installation.	3/4" $350 1" $450	Sec. 70-38. - Application for water service & Sec. 70-64. - Schedule of fees

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
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Idaho Statesman
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The Charlotte Observer
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Durham | The Herald-Sun
Fort Worth Star-Telegram
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Rock Hill | The Herald
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San Luis Obispo Tribune
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Tri-City Herald
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
50949	IPL0387403	Legal Ad - IPL0387403		2.0	96.0L

ATTENTION: CITY BRADENTON IP
101 OLD MAIN STREET
BRADENTON, FL 34205
accountspayable@cityofbradenton.com;greg.delong@bradentonfl.gov;corey.fortin@bradentonfl.gov;tamara.melton@bradentonfl.gov

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC MEETING
NOTICE IS HEREBY GIVEN: PROPOSED RESOLUTION NO. 26-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70 OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

will be considered at the regular meeting of the Bradenton City Council to be held **Wednesday, November 18, 2026,** at **8:30 a.m.** at City Hall, 101 Old Main Street, Bradenton, Florida 34205. Interested parties may appear at the meeting and be heard. A copy of the proposed ordinance may be inspected by the public by contacting the City Clerk at 941-932-9461 or cityclerk@cityofbradenton.com.

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
941-932-9470
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

According to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by City Council with respect to any matter to be considered at the meeting or hearing, he/she will need a record of the proceeding and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony and evidence upon which the appeal is to be based.
IPL0387403
Nov 8 2026

THE STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared the undersigned, who on oath says that he/she is Legal Advertising Representative of the The Bradenton Herald, a newspaper published in Manatee County, Florida, that the attached was published on the publicly accessible website of The Bradenton Herald or by print in the issues and dates listed below.

THE STATE OF FLORIDA
COUNTY OF MANATEE
Affiant further says that The Bradenton Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
11/08/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on Nov 9, 2026, 10:50 AM EST

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

AGENDA ITEM NO. 7.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4084 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO AMEND THE ZONING DESIGNATION FROM GENERAL URBAN RESTRICTED (T4-R) TO GENERAL URBAN OPEN (T4-O), FOR THE PROPERTIES LOCATED AT 2520 13TH STREET WEST AND 2524 13TH STREET WEST (PARCEL ID NOS. 4486300009 AND 4486200001), CONTAINING 0.41 ACRES TOTAL AND OWNED BY THE HUMANE SOCIETY OF MANATEE COUNTY, INC., AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for December 9, 2026.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
No

EXPLANATION:
The Humane Society of Manatee County is requesting that part of their commercial property, which does not share the same zoning type as the rest of the property, be brought into alignment with the rest of the property by adopting T4-O Zoning.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for December 9, 2026.

ATTACHMENTS:
Ordinance 4084
Staff Report
Application Materials

ORDINANCE NO. 4084

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO AMEND THE ZONING DESIGNATION FROM GENERAL URBAN RESTRICTED (T4-R) TO GENERAL URBAN OPEN (T4-O), FOR THE PROPERTIES LOCATED AT 2520 13TH STREET WEST AND 2524 13TH STREET WEST (PARCEL ID NOS. 4486300009 AND 4486200001), CONTAINING 0.41 ACRES TOTAL AND OWNED BY THE HUMANE SOCIETY OF MANATEE COUNTY, INC., AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas ("Zoning Atlas") in order to implement the goals, objectives,

and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such land use regulations and Zoning Atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the Humane Society of Manatee County, Inc. (the "Property Owner"), is the owner of approximately 0.41 acres of real property located at 2520 13th Street West and 2524 13th Street West, Bradenton, Florida 34205 (PID#4486300009 & 4486200001), and legally described in **Exhibit "A**," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located in a zoning district currently designated as General Urban Restricted (T4-R); and

WHEREAS, the Property Owner submitted a Zoning Atlas amendment application to change the zoning district designation of the Property, consisting of approximately 0.41 acres, to General Urban Open (T4-O) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in preparation of the Amendment to the City's Zoning Atlas, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on October 21, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on December 9, 2026, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Zoning Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as General Urban Open (T4-O).

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4084 becoming effective and shall otherwise become effective as provided by Florida law.

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

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Planning Commission	October 21, 2026
City Council 1st Reading	November 18, 2026
City Council 2nd Reading and Public Hearing	December 9, 2026
Local Planning Agency ad published	October 11 , 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A

Legal Description per Manatee County Property Appraiser

Parcel: 4486300009

LOTS 188,189 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44863.0000/9

Parcel: 4486200001

LOT 187 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44862.0000/1


23rd Ave W
24th Ave W
41
Tamiami Trl
13th St W
25th Ave W
41
14th St W
26th Ave W
26th Av
W
Bradenton
Subject Site
South Bradenton
Legend
Subject Site
Humane Society of Manatee County
Subject Site Parcels
Notes
1. Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
2. Data Sources: City of Bradenton, Stantec
3. Background: Esri
N
0
50
100
Feet
Humane Society of Manatee County
Zoning Map Amendment
Aerial
City of Bradenton
August 2026
Stantec

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
First Reading November 16, 2026
Second Reading December 9, 2026

Staff Report

Case Number: PLN-ZON-26-0004 – ORD 4084
Applicant: Katie LaBarr, AICP
Owner: Humane Society of Manatee County
Address: 2520 & 2524 13th Street West
Parcel ID No: 448630009 & 4486200001
Current Zoning: T4-R General Urban Restricted
Future Land Use: UV Urban Village
Flood Zone: X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

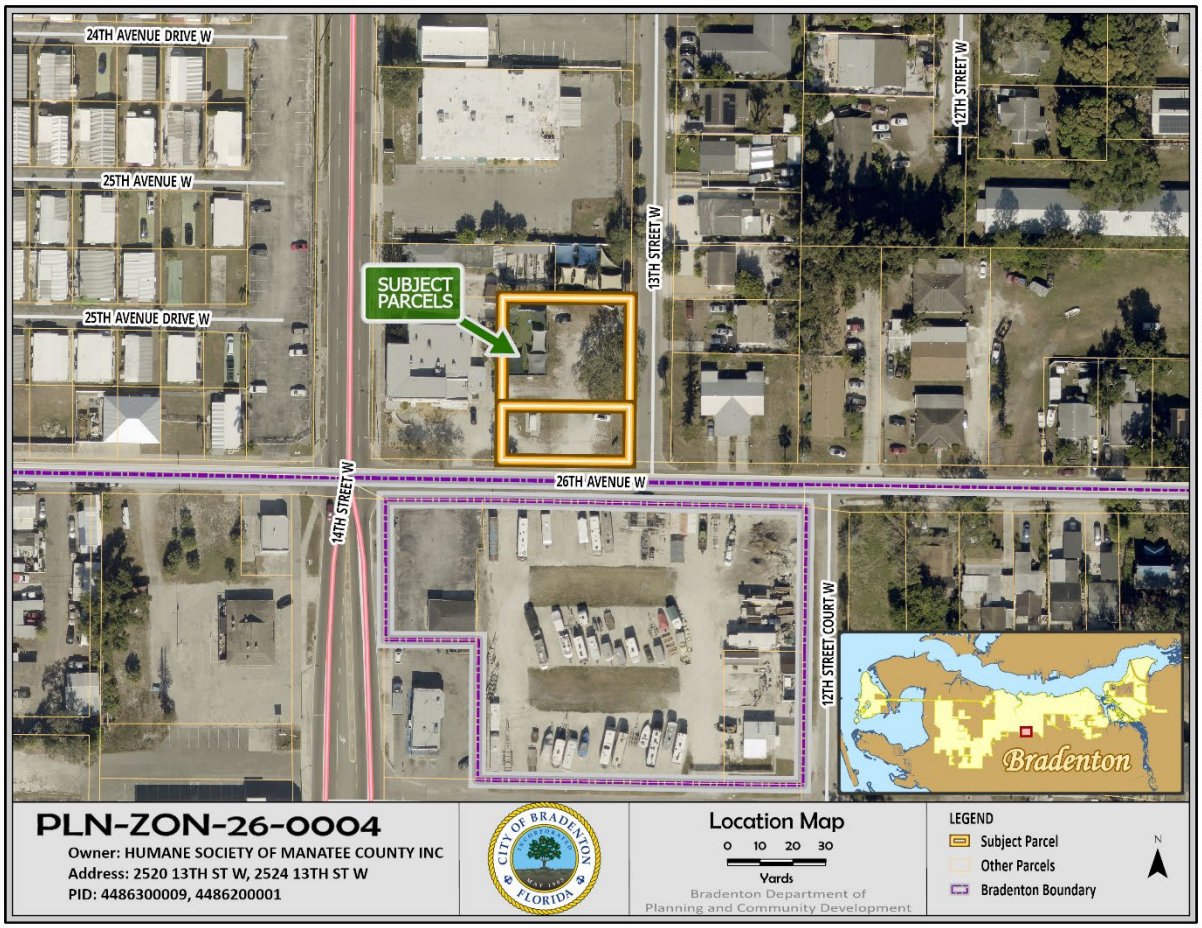
North:	T4-O (General Urban Open)
South:	T4-R (General Urban Restricted)
East:	T4-R (General Urban Restricted)
West:	T4-O (General Urban Open)

Future Land Use:

North:	UV (Urban Village)
South:	UV (Urban Village)
East:	UV (Urban Village)
West:	UV (Urban Village)

SUMMARY OF REQUEST

The Humane Society of Manatee County is seeking an amendment to the Form Based Code Official Zoning Atlas for two subject properties henceforth known as "Exhibit A". This request, taking place at 2520 and 2524 13th Street West, is comprised of two parcels that together total approximately .41 acres and are connected to a larger commercial subject property entirely owned by the Humane Society. The majority of the Humane Society facility, which is in the process of undergoing site renovations, uses the T4-O designation, so the applicant Katie LaBarr, on behalf of Rick Yocum at the Humane Society, would like for "Exhibit A" to be made T4-O to create a homogenous commercial site.



T4-O General Urban Open *(Proposed Zoning Classification):*

The Bradenton Form Based Zoning section defines the General Urban zoning designation as:

> T-4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It may have a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

The zoning classification is most often used in commercial spaces that are located near residential ones, including mixed use and varying degrees of commercialization. The differences between T4-R, General Urban Restricted, and T4-O, General Urban Open, are that T4-O has significantly more

commercial potential within its zoning classification. The proposed usage of Veterinary Clinic is one that is supported by both zoning classifications.

TABLE 4.7 Specific Function & Use. This table delegates specific functions and uses within Transect Zones. See Article 12 for definitions and limitations of uses.

a. RESIDENTIAL	T3 T4-S	T4-R	T4-O	T5	T6	SD
Multi-Family		P	P	P	P	
Single Family Attached		P	P	P	P	
Single Family Semi-Detached		P	P	P		
Single Family Detached	P	P	P	P		
Accessory Unit	P	P	P	P		
b. LODGING						
Hotel (no room limit)				P	P	SU
Inn (up to 10 rooms)		SU	SU	P	P	
Bed and Breakfast (up to 6 rooms)	SU	P	P	P		
Boarding House		SU	SU	SU	SU	SU
School Dormitory	SU	P	P	P	P	P
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL AND SERVICE						
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Café/Sidewalk Café<20 seats (1)			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU
Secondhand Store			P	P	P	SU
Pawnshop						SU
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU
Outdoor Amusement Center			SU	SU	SU	SU
Outdoor Auditorium			SU	P	P	P
Passenger Terminal			SU	SU	SU	P
Playground	P	P	P	P	P	P
Sports Stadium			SU	SU	SU	P
Surface Parking Lot		P	P	P	P	P
Club		SU	SU			SU
Religious Assembly (3)	SU	P	P	P	P	P

f. OTHER: URBAN FARMING	T3 T4-S	T4-R	T4-O	T5	T6	SD
Grain/Food Storage						P
Greenhouse <200 SF	P	P	P			P
Veterinary Clinic		P	P			P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive-Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU
h. OTHER: CIVIL SUPPORT						
Fire Station	SU	SU	P	P	P	P
Police Station	SU	SU	P	P	P	P
Cemetery	SU	SU	SU	SU	SU	P
Funeral Home			SU	P	P	P
Hospital				SU	SU	P
Medical Clinic		~~P~~ SU	~~P~~ SU	~~P~~ SU	~~P~~ SU	~~P~~ SU
Marina		SU	SU	SU	SU	SU
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private (3)	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other – Child Care Center (2)(3)	SU	SU	SU	SU	SU	SU
j. OTHER: INDUSTRIAL						
Heavy Industrial Facility						P
Light Industrial Facility			SU	SU		P
Laboratory Facility			SU	SU		P
Water Supply Facility						P
Sewer Waste Facility						P
Electric Substation	SU	SU	SU	SU	SU	P
Wireless Transmitter			SU	SU	SU	SU
Cremation Facility						P
Warehouse			SU	SU		P
Produce Storage						P
Heating & Fuel Storage						P
Ice Plant				SU		SU
Mini-Storage (4)			SU			P

P = PERMITTED SU = SPECIAL USE BLANK = NOT ALLOWED

ANALYSIS

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The proposed zoning land use category is consistent with the intent of the surrounding property and the comprehensive plan future land use designation of Urban Village. The Future land use designation is not changing.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

Designating these parcels as T4-O will bring the zoning more in line with the surrounding land in that commercial property and the campus of the Humane Society.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

The property is already receiving the same benefits, utilities, and public usage that the surrounding property is receiving.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the T4-O General Urban Open will be consistent with the rest of the property and will allow for a cohesive development proposal which will be in the best interest of public health, safety, and welfare.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.

The commercial property is majority T4-O and is being utilized in a way that is consistent with the purpose and intent of the Form Based Code.

Overall, it appears that T4-O is a reasonable zoning classification given the adjacent City classification.

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBIT A: Legal Description
EXHIBIT B: Location Map
EXHIBIT C: Future Land Use Map (Current)
EXHIBIT D: Zoning Map

EXHIBIT A

Legal Description per Manatee County Property Appraiser

Parcel: 4486300009

LOTS 188,189 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44863.0000/9

Parcel: 4486200001

LOT 187 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44862.0000/1

EXHIBIT B

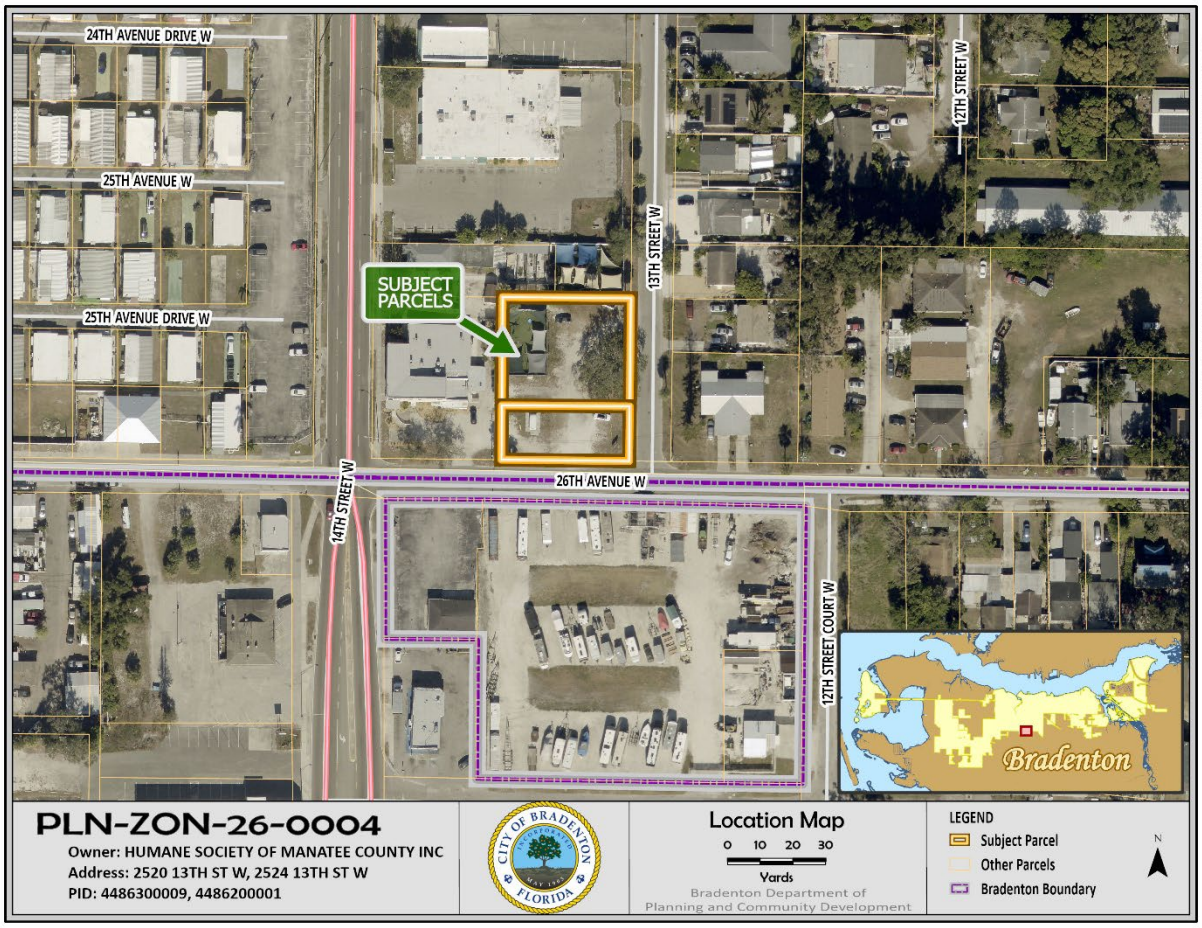

24TH AVENUE DRIVE W
25TH AVENUE W
25TH AVENUE DRIVE W
SUBJECT PARCELS
13TH STREET W
12TH STREET W
14TH STREET W
26TH AVENUE W
12TH STREET COURT W
Bradenton
PLN-ZON-26-0004
Owner: HUMANE SOCIETY OF MANATEE COUNTY INC
Address: 2520 13TH ST W, 2524 13TH ST W
PID: 4486300009, 4486200001
CITY OF BRADENTON FLORIDA
Location Map
0 10 20 30
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

EXHIBIT C

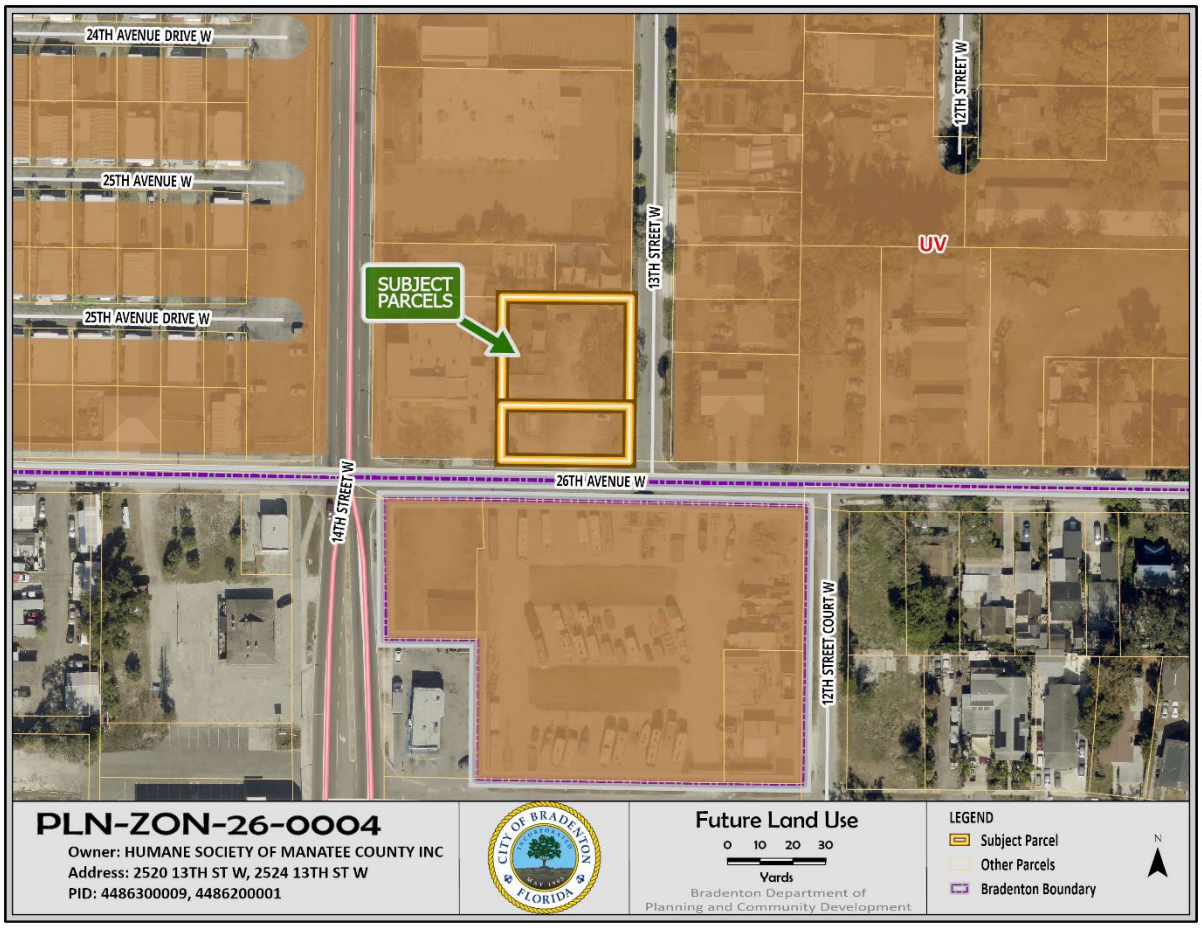
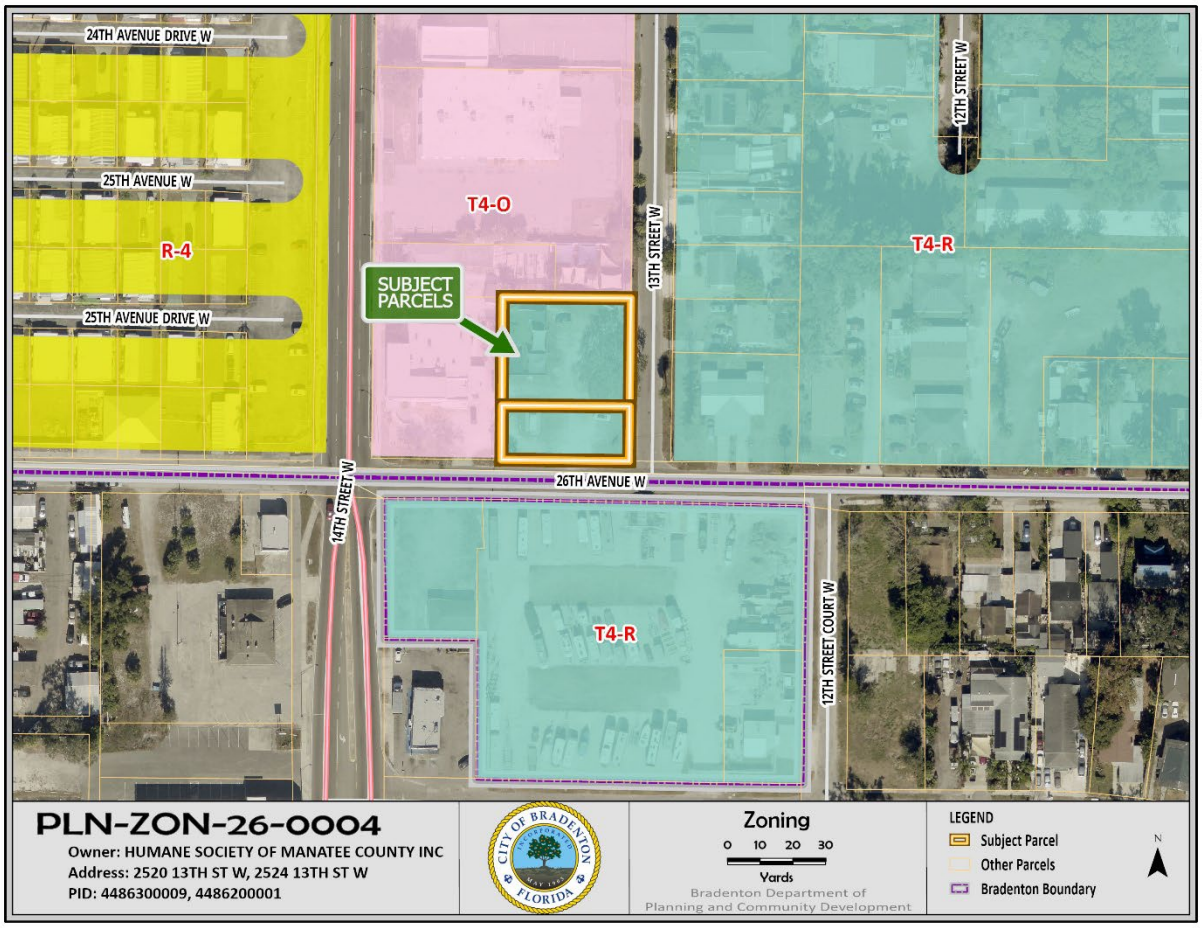

24TH AVENUE DRIVE W
25TH AVENUE W
25TH AVENUE DRIVE W
SUBJECT PARCELS
13TH STREET W
12TH STREET W
UV
14TH STREET W
26TH AVENUE W
12TH STREET COURT W
PLN-ZON-26-0004
Owner: HUMANE SOCIETY OF MANATEE COUNTY INC
Address: 2520 13TH ST W, 2524 13TH ST W
PID: 4486300009, 4486200001
CITY OF BRADENTON FLORIDA
Future Land Use
0 10 20 30
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

EXHIBIT D


24TH AVENUE DRIVE W
25TH AVENUE W
25TH AVENUE DRIVE W
R-4
T4-O
SUBJECT PARCELS
13TH STREET W
12TH STREET W
T4-R
26TH AVENUE W
14TH STREET W
T4-R
12TH STREET COURT W
PLN-ZON-26-0004
Owner: HUMANE SOCIETY OF MANATEE COUNTY INC
Address: 2520 13TH ST W, 2524 13TH ST W
PID: 4486300009, 4486200001
CITY OF BRADENTON FLORIDA
Zoning
0 10 20 30
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

Legal Description per Manatee County Property Appraiser

Parcel: 4486300009

LOTS 188,189 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44863.0000/9

Parcel: 4486200001

LOT 187 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44862.0000/1

Legal Description per Manatee County Property Appraiser

Parcel: 4486300009

LOTS 188,189 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44863.0000/9

Parcel: 4486200001

LOT 187 GILLEY & PATTEN'S KNOWN AS THE THIRD ADD TO EDGEWOOD PI#44862.0000/1

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota, Florida 34240
Tel: 941-907-6900

September 9, 2026

Via: Accela

City of Bradenton
101 Old Main Street
Bradenton, Florida 34205

Reference: Humane Society of Manatee County
Zoning Map Amendment - Letter of Request

On behalf of the Applicant, Rick Yocum, CNE Executive Director of the Humane Society of Manatee County, we submit this request for a zoning map amendment. The subject of this zoning map amendment is two (2) parcels at the southeastern corner of the existing Humane Society of Manatee County facility, located at 2515 14th Street West in Bradenton (See Aerial Map).

The subject site is comprised of two parcels (Parcel Identification Numbers 4486300009 and 4486200001), totaling approximately 0.41 acres. These parcels, along with the remaining parcels that make up the Humane Society of Manatee County facility, are under the unified control of the Humane Society of Manatee County, Inc. The majority of the Humane Society facility is zoned T4-O (General Urban Open); however, the two subject parcels are currently zoned T4-R (General Urban Restricted) (See Current Zoning Map). The Applicant proposes to rezone the T4-R parcels to T4-O to establish consistent zoning across the campus. This zoning consistency will support the Humane Society's modernization and reconfiguration of its campus facilities , which is intended to improve access, circulation, and safety for vehicles, staff, volunteers, visitors, and animals.

In support of this zoning map amendment, the following documents have been submitted:

- Notarized Property Disclosure of Interest Affidavit
- Notarized Agent Authorization Form
- Findings of Fact/Review Criteria
- Legal Description of Property
- Maps

We look forward to working with the members of the DRC. Please contact our office should you have any questions or require any additional information.

Sincerely,
Stantec Consulting Services Inc.

Katie LaBarr

Katie LaBarr, AICP
Principal
Phone: 941-907-6900
Email: [redacted]





Legend

- Subject Site
- Humane Society of Manatee County
- Subject Site Parcels

Notes

1. Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
2. Data Sources: City of Bradenton, Stantec
3. Background: Esri

N

0 50 100 Feet

(At original document size of 8.5X11)
1:1,200

Humane Society of Manatee County

Zoning Map Amendment

Aerial

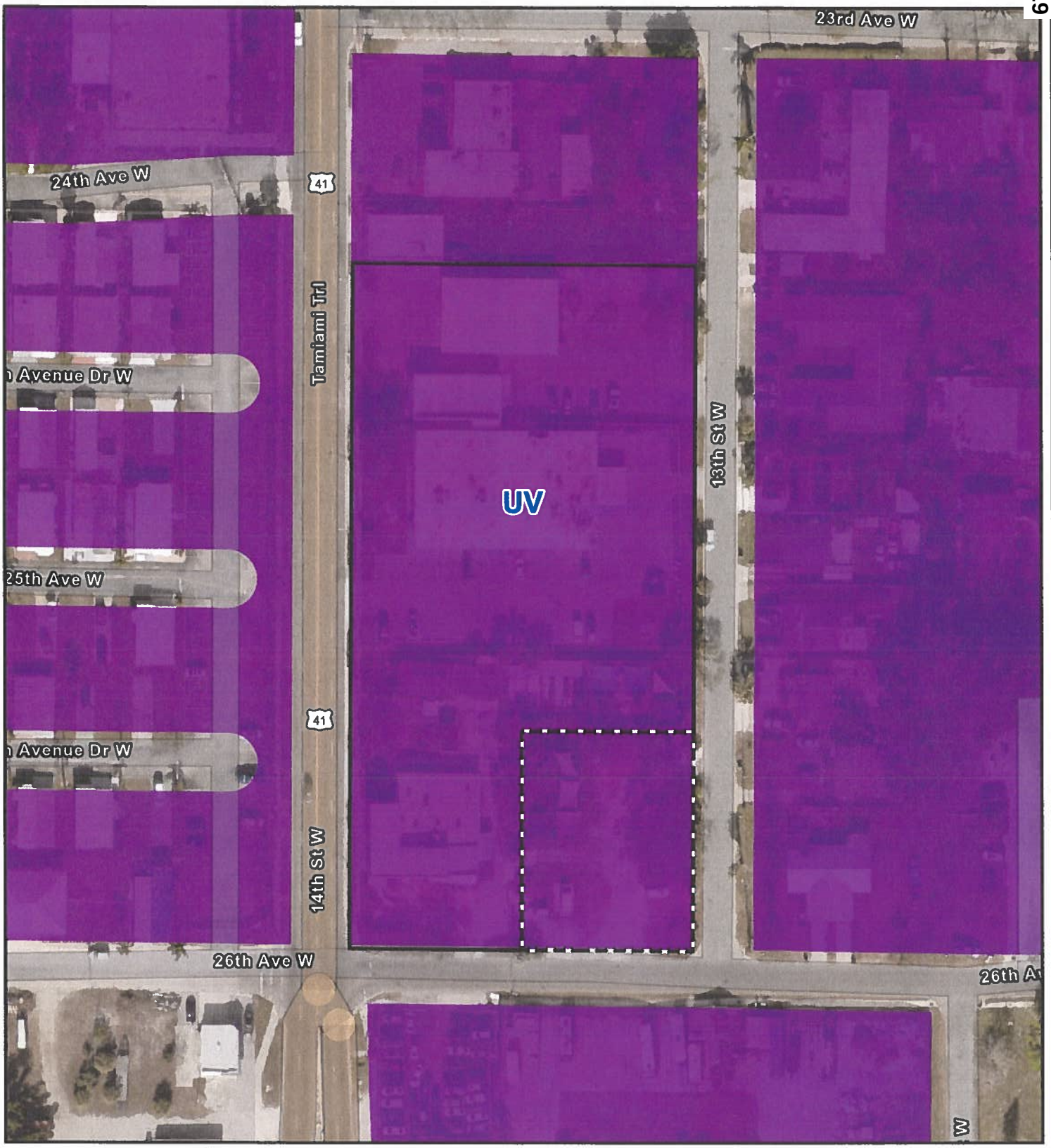
City of Bradenton

August 2026

Stantec

Stantec Consulting Services Inc.
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Tampa, FL 33602
tel 813.223.9500
fax 813.223.0009

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Legend

- Subject Site
- Humane Society of Manatee County
- Subject Site Parcels

Future Land Use

- UV - Urban Village

Notes

1. Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
2. Data Sources: City of Bradenton, Stantec
3. Background: Esri

N

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(At original document size of 8.5X11) 1:1,200

Humane Society of Manatee County

Zoning Map Amendment

Future Land Use

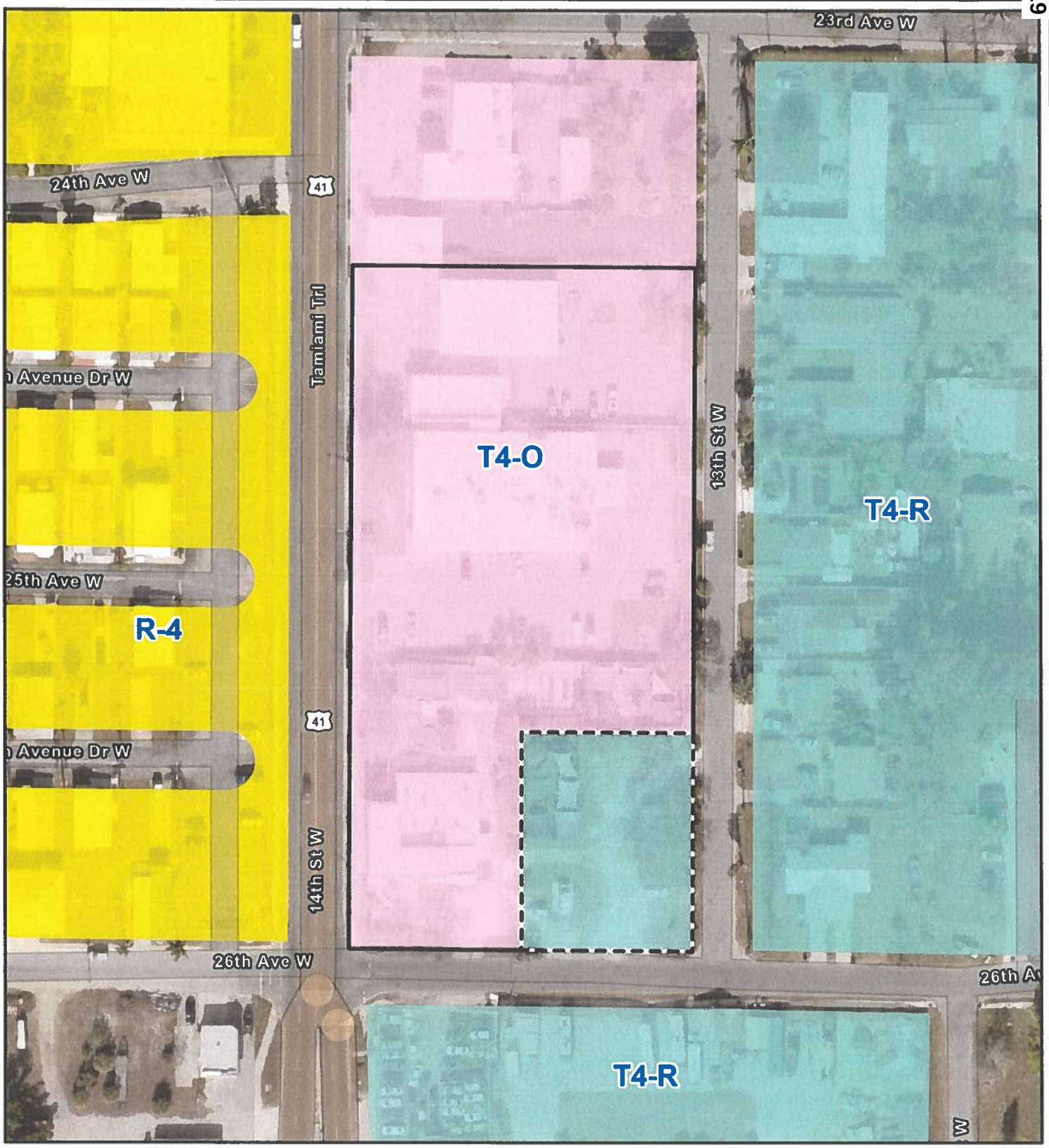
City of Bradenton

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Legend

- Subject Site
- Humane Society of Manatee County

Zoning

- R-4 (Residential-Mobile Home)
- T4-O (General Urban Open)
- T4-R (General Urban Restricted)

Notes

1. Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
2. Data Sources: City of Bradenton, Stantec
3. Background: Esri

N

0 50 100 Feet

(At original document size of 8.5X11)
1:1,200

Humane Society of Manatee County
Zoning Map Amendment

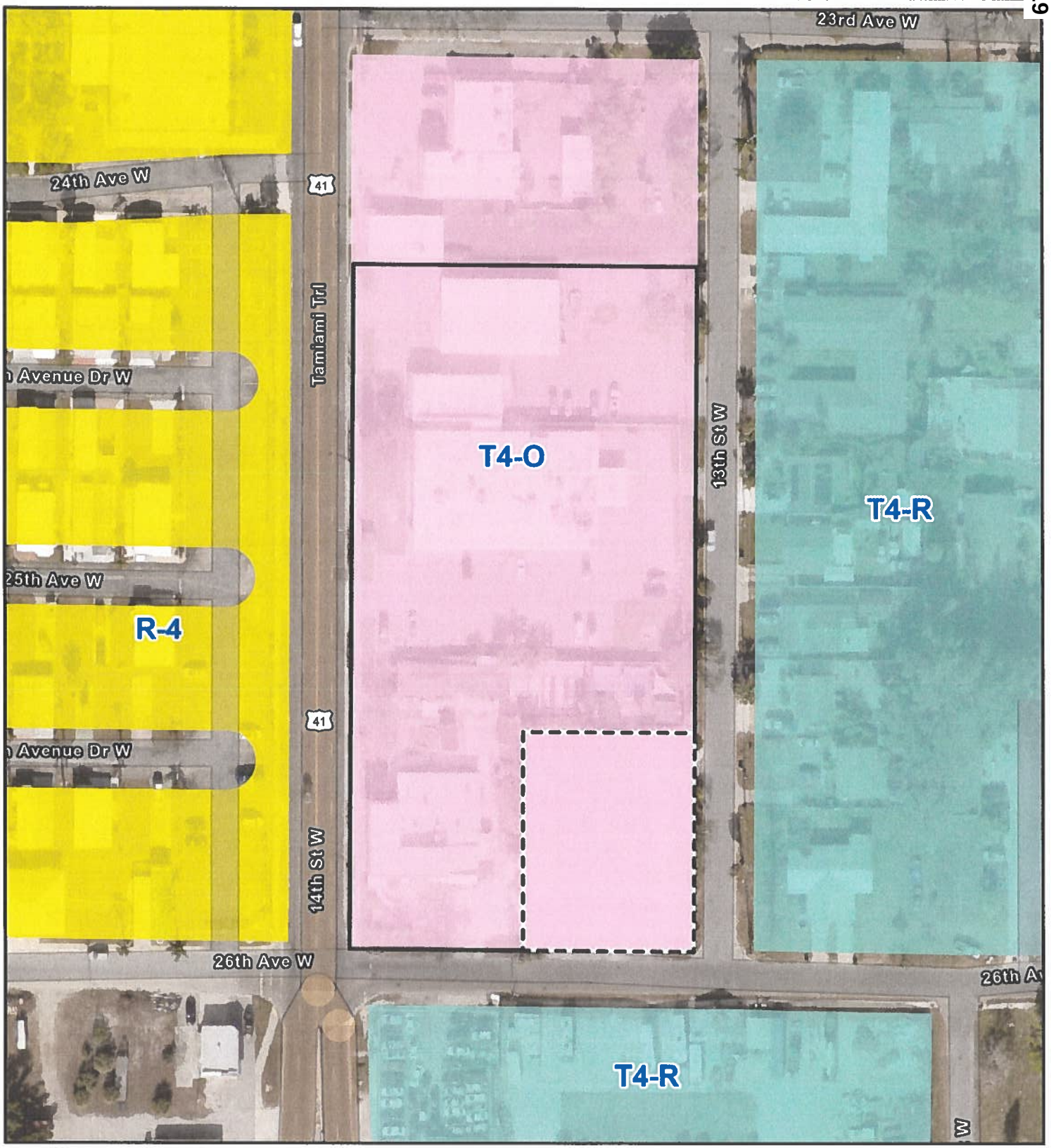
Current Zoning

City of Bradenton
August 2026

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Legend
- Subject Site
- Humane Society of Manatee County

Zoning
- R-4 (Residential-Mobile Home)
- T4-O (General Urban Open)
- T4-R (General Urban Restricted)

Notes
1. Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
2. Data Sources: City of Bradenton, Stantec
3. Background: Esri

N

0 50 100 Feet

(At original document size of 8.5X11)
1:1,200

Humane Society of Manatee County
Zoning Map Amendment

Proposed Zoning

City of Bradenton

August 2026

Stantec

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Humane Society of Manatee County
Zoning Map Amendment – Findings of Fact and Review Criteria

With this application, we propose a zoning map amendment for an approximately 0.41-acre site located within the existing Humane Society of Manatee County campus. The purpose of the amendment is to change the site's existing zoning designation of T4-R (General Urban Restricted) to T4-O (General Urban Open), consistent with the existing zoning designation of the remainder of the Humane Society's campus.

The requested Land Use Regulation Zoning Map Amendment complies with the following criteria, as follows.

A. Consistency with Comprehensive Plan

All Land Use Regulation Zoning District assignments shall be consistent with the Comprehensive Plan, including the Future Land Use Map and Future Land Use Element goals, objectives and policies. The Land Use Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.

The proposed T4-O zoning district is consistent with the Comprehensive Plan, including the Future Land Use Map and the goals, objectives, and policies of the Future Land Use Element. The T4-O district is also consistent with the subject site's Urban Village (UV) Future Land Use designation, which supports a mix of compatible community-serving, civic, and neighborhood-oriented uses. The following analysis provides additional support for this finding.

Policy 1.3.2 Requests for Rezoning

The city shall deny requests for re-zoning that are inconsistent with the Comprehensive Plan. The City shall evaluate the following criteria for requests for rezoning:

- *The area is small compared to the districts surrounding the parcel in question.*

  The subject area proposed for rezoning represents a small portion of the larger 2.52±-acre Humane Society of Manatee County campus. Because the remainder of the campus and much of the surrounding 14th Street West corridor are already designated T4-O, the proposed rezoning would align the subject parcels with the established zoning pattern in the area and provide a consistent regulatory framework for the campus.

- *The new district allows land uses inconsistent with those allowed in the vicinity.*

  The proposed T4-O district does not allow land uses that are inconsistent with those existing in the vicinity of the subject property. The subject parcels are part of the existing Humane Society of Manatee County campus, an established veterinary clinic and adoption center that will remain with this request. The proposed rezoning from T4-R to T4-O is intended to create a consistent zoning framework across the

campus and facilitate uniform implementation of the Form Based Code, in support of future site improvements associated with modernization efforts.

The surrounding area includes a variety of land uses and zoning designations that are compatible with the proposed T4-O district. Properties immediately north and west of the subject site are part of the Humane Society campus and are already zoned T4-O. To the east, across 13th Street West, are residentially developed properties zoned T4-R. South of the site, past 26th Avenue West, commercial and industrial-type uses exist and are zoned T4-R. The proposed rezoning therefore represents a logical extension of the existing T4-O zoning district and will not introduce a land use pattern that is inconsistent with the surrounding area.

The proposed rezoning will facilitate the continued modernization and enhancement of the Humane Society campus through coordinated campus planning and the implementation of updated facilities that better serve the organization's operational needs. Planned improvements are intended to improve campus functionality, circulation, wayfinding, and overall aesthetics, resulting in a more cohesive and visually appealing development pattern. Both the existing and proposed development intensity remain substantially below the maximum intensity permitted by the UV Future Land Use designation. The proposed rezoning will support reinvestment in an established community asset while ensuring ongoing compatibility with surrounding residential development.

- *The new district would confer a special benefit on the individual property owner not commonly enjoyed by the owners of surrounding properties.*

  The proposed rezoning would not confer a special benefit on the property owner that is not commonly available to surrounding properties. Both the T4-R and T4-O districts are mixed-use transect zones that share similar standards. The primary distinction is that the T4-O district permits a broader range of office and neighborhood-serving commercial uses, whereas the T4-R district is intended to emphasize residential character. Because the subject parcels are already part of the existing Humane Society campus and are not used for residential purposes, the residential focus of the T4-R district is not particularly applicable to the site. Rather than creating a unique advantage, the proposed rezoning would align the parcels with the remainder of the Humane Society campus and the prevailing T4-O zoning pattern established along 14th Street West. This would create a more cohesive regulatory framework for a unified campus, support reinvestment in an important community-serving institution, and facilitate modernization efforts that improve campus functionality and public access.

- *The proposed zoning is not consistent with the goals, objectives, and policies in the text of the comprehensive plan and the future land use map.*

  Policy 1.2.1 Establish a Future Land Use Map
  Urban Village

  The Urban Village includes areas near the fringe of the Urban Core and is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of new urbanism.

  Permitted uses within the Urban Village encourage the development of a district with a distinct sense of place, walkable environment that supports and enhances abutting neighborhood areas. Desired uses in

the Urban Village include: small lot single-family dwellings, multiple-family rowhouses and midrise housing types, flex houses, providing live-work opportunities, professional and medical offices, retail stores, artisanal uses, restaurants, personal services and professional services, civic and recreation uses, greenspace. Climate controlled storage facilities that are vertically mixed with other permitted uses can be considered with a special use permit if located on an arterial roadway; they are prohibited as a stand-alone use. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, outdoor storage, and drive thru's are prohibited. Outdoor storage is prohibited.

Maximum floor area ratio:

0.70

2.0 for properties with frontage along an Arterial

Maximum base density: 25 dwelling units per acre

Maximum density with low and moderate income housing bonus: 70 dwelling units per acre (Dwelling units proposed above the base density threshold must meet the City's low and moderate income housing guidelines as established in the City of Bradenton Local Housing Agency Plan (LHAP) as may be amended from time to time, as well as Policies 1.2.1 – 1.2.4 of the Housing Element.)

The proposed rezoning map amendment from T4-R to T4-O is intended to establish a consistent zoning framework across the Humane Society of Manatee County campus as the organization works to combine parcels and implement long-term campus improvements. The request does not introduce a new land use but rather supports the modernization of an existing use that serves the community. The campus currently experiences operational challenges related to aging and undersized facilities, as well as a lack of clear circulation and wayfinding for visitors, staff, volunteers, and other service providers. The proposed rezoning will facilitate efforts to create efficiencies and consistency in future planning efforts and the implementation of the Form Based Code, allowing the Humane Society to modernize and reconfigure its facilities in a manner that improves campus functionality, safety, and user experience.

Consistent with the intent of the UV Future Land Use designation, the Humane Society campus meets an important community need. The proposed rezoning will facilitate future site improvements that result in a more cohesive and functional campus environment while maintaining compatibility with surrounding development. The maximum potential Floor Area Ratio (FAR) in the UV Future Land Use designation is 0.70. At time of buildout, development intensity will remain substantially below the maximum potential FAR. As no residential development is proposed, the density provisions of the UV designation are not applicable. Therefore, the proposed rezoning is consistent with the Urban Village Future Land Use designation and supports the continued enhancement of a valuable community-serving facility.

Objective 1.4 Adequate Public Facilities

There are adequate public facilities existing to facilitate the proposed plans for the entire Humane Society campus. Section D below contains more information.

Objective 1.5 Protection of Wetlands, Floodplain, and Natural Hazard Areas

The proposed rezone to T4-O is consistent with Objective 1.5. Future redevelopment of the Humane Society campus will be required to address stormwater management, floodplain protection, and natural

hazard planning in accordance with applicable regulatory requirements. New stormwater retention and treatment systems are planned as part of future site improvements, and a stormwater management system will be required to collect, treat, and attenuate runoff consistent with City of Bradenton standards and SWFWMD Environmental Resource Permit criteria.

The site is located within FEMA Flood Hazard Zone AE and Evacuation Level D. These conditions will be addressed through applicable redevelopment review and permitting requirements. In addition, the Humane Society of Manatee County maintains an Emergency Management and Evacuation Plan to protect the animals housed in the facility, including those in the Second Chance Adoption Program. The site also has access to an established evacuation route, S. Tamiami Trail, about ¾ of a mile east of the site.

No wetlands are present on the site; therefore, wetland protection and mitigation requirements are not anticipated to be triggered by the proposed rezoning. Overall, the request supports continued use and redevelopment of an existing urban campus while ensuring future improvements remain subject to applicable stormwater, floodplain, and natural hazard protection standards.

Policy 1.12.1 Encourage Infill Development

Bradenton will encourage infill development within the City by maintaining a high level of urban services, by cooperating with the private sector in promoting the City to traditional retiree populations, by promoting other forms of economic growth, and by maintaining land development regulations that facilitate the sensitive integration of new development in older urban areas.

This zoning map amendment supports infill development by facilitating reinvestment in an existing community-serving use within the City. The Humane Society campus currently includes aging and undersized facilities, inefficient site organization, and circulation and wayfinding challenges. Rezoning the subject parcels to T4-O will establish a consistent regulatory framework across the campus and support future improvements that make more efficient, functional, and visually cohesive use of the site.

B. Consistency with Land Use Regulations

Land Use Atlas District designations shall be consistent with the purpose and intent of the Land Use Regulations.

The proposed T4-O district is appropriate for the subject site and is consistent with the purpose and intent of the City's Land Use Regulations. The T4-O district allows mixed-use and neighborhood-serving uses, including veterinary services, like the Humane Society. Rezoning the two parcels to T4-O will also ensure alignment with the remainder of the Humane Society campus, creating a more consistent regulatory framework for future site planning and redevelopment. All future improvements will be required to comply with applicable development standards in the Form Based Code.

C. Land Use Compatibility

The assigning of Land Use Regulation Zoning Districts shall promote the compatibility of adjacent land uses.

The proposed T4-O zoning district promotes compatibility with adjacent land uses by aligning the subject parcels with the existing zoning designation of the Humane Society campus and along the surrounding 14th Street West corridor. The parcels are part of an established veterinary clinic and adoption facility that is permitted and will continue with this request. Rezoning the site from T4-R to T4-O will create a consistent regulatory framework across the campus, support coordinated site planning, and facilitate future modernization improvements. The proposed district is compatible with the existing Humane Society campus to the north and west, nearby residential uses to the east, and the mixed-use character of the corridor. The request will not introduce an incompatible land use pattern and will support continued reinvestment in an established community-serving facility.

D. Provision of Adequate Public Facilities

The assigning of Land Use Regulation Zoning Districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.

The subject site is part of the existing Humane Society of Manatee County campus, which will remain in operation following the proposed rezoning. The Humane Society intends to redevelop and modernize portions of the campus over time. Future development plans and permit applications will provide detailed information regarding public facility demand and will demonstrate compliance with applicable public facility and concurrency requirements. At this stage, the rezoning request confirms, at a planning-level scale, that the site has access to the public facilities necessary to support continued use and future redevelopment.

Land Use Regulations Section 4.1.1.5

Concurrency. No structure or alteration to a structure shall be permitted unless the PCD director determines that adequate capacity in the following areas is available to serve the development or will be available at the time of issuance of the certificate of use (as per subsection 2.2.2): roadways, sanitary sewer, potable water, drainage, solid waste, schools and recreation. A traffic study or other technical studies including the applicant's interpretation of the project's standing in regard to concurrency may be required by the PCD director as necessary to determine the impact of proposed development on these facilities. The following level of service standards shall be used by the PCD director to determine if adequate capacity is available.

a. Roadways

This zoning map amendment will not result in the generation of new trips and does not propose a change in use for the site. The Humane Society will continue its existing veterinary and adoption operations on the campus. It is also important to note that the entire City of Bradenton is a Transportation Concurrency Exception Area.

b. Sanitary sewer…

c. Potable water…

The site has access to sanitary sewer and potable water via existing utilities surrounding the site.

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d. *Drainage.*
A stormwater management system will be required for the redevelopment of this site to collect, treat, and attenuate runoff in accordance with the City of Bradenton and SWFWMD ERP criteria.

e. Solid waste.
Solid waste collection is available through the City of Bradenton Solid Waste Division. Future, detailed site plans of the proposed Humane Society campus will identify the location of on-site trash collection.

f. Recreation.
Not applicable; the rezone site is a part of an existing non-residential facility, the Humane Society of Manatee County.

g. *Schools.*
Not applicable; the rezone site is a part of an existing non-residential facility, the Humane Society of Manatee County.

E. Public Interest

Land Use Regulation Zoning District designations shall not conflict with the public interest and shall promote the public health, safety, and welfare.

The proposed T4-O zoning designation will not conflict with the public interest. Rather, the request supports the continued use and modernization of an established veterinary clinic and adoption center that serves the community. The Humane Society of Manatee County provides important animal welfare services, including adoption services, feral animal intake, clinical care, and animal training. The proposed rezoning will facilitate long-term campus improvements, including reconfigured and updated facilities, improved stormwater management, clearer internal circulation, enhanced wayfinding, and a more cohesive and attractive campus design. Future site improvements will also include appropriate buffers and landscaping adjacent to nearby residential areas to reduce potential impacts and support continued compatibility with surrounding uses.

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 2520 & 2524 13TH ST W, BRADENTON, FL 34205

I, Rick Yocum, CNE (Print Name of Owner) Humane Society of Manatee County (Company Name (if applicable)) the registered property owner(s) of the above noted property, do hereby authorize

Katie LaBarr; Scott Buttari (Print Name of Agent) Stantec Consulting Services Inc. (Company Name (if applicable))

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

R L W J — Office 2515 14th ST. W, Bradenton
Signature of Owner(s) — Owner(s) Address (if different than property above)

Katie LaBarr — 6920 Professional Parkway, Sarasota FL 34240; (941) 907-6900
Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 28 day of August, 2026, produced drivers [redacted] respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Fala Waldrop
Signature

Fala Waldrop, Notary Public
Print Name

State of Florida
My Commission Expires: June 7, 2030

FALA WALDROP
Notary Public - State of Florida
Commission # HH 811085
My Comm. Expires Jun 7, 2030
Bonded through National Notary Assn.

Zoning Atlas Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

DISCLOSURE AFFIDAVIT — **REQUIRED**

The City of Bradenton Land Use Regulations adopted as Ordinance No. 2627, and amended under Ordinance No. 2926 requires that all applications for Land Use Atlas Amendments shall include public disclosure of applicants and their percentage of interest.

If the subject property is owned by:

A CORPORATION, list the principal officers, principal stockholders, and the percentage of stock owned by each; or

A TRUSTEE, list the beneficiaries of the trust with percentage of interest; or

A PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the principals including general and limited partners; and

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, trust, or partnership. This is in addition to the list of owners.

NOTE: 1) *Changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental Disclosure of Interest shall be filed. 2) Disclosure shall not be required of any entity whose interests is solely equity interest which are traded on an established securities market in the United States or another country.*

NAME, ADDRESS, TITLE	PERCENTAGE INTEREST, STOCK, OR OWNERSHIP
Humane Society of Manatee County, Inc. (owner X contract purchaser ___)	N/A (Non-Profit)
(owner ___ contract purchaser ___)	
(owner ___ contract purchaser ___)	

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____ (Applicant): Rick Yocum, CNE

NOTARY — **REQUIRED**

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 28 day of August, 2020, by Richard Yocum, who is personally known to me or who has produced drivers license as identification.

Fala Waldrop
Signature

Fala Waldrop, Notary Public
Print Name

FALA WALDROP
Notary Public - State of Florida
Commission # HH 811085
My Comm. Expires Jun 7, 2030
Bonded through National Notary Assn.

State of Florida – My Commission Expires: June 7, 2030

AGENDA ITEM NO. 7.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Tim Geer, Fire

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4079 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 42, ARTICLE I, II, AND III RELATING TO FIRE PREVENTION AND PROTECTION; REVISING CHAPTER 42, ARTICLE I, II, AND III, TO REMOVE DUPLICATIVE LANGUAGE FROM THE FLORIDA FIRE PREVENTION CODE AND TO CLEAN UP LANGUAGE AND CODE NUMBERS; ADDING A NEW SECTION 42-41, ESTABLISHING FEES FOR LIFT ASSIST SERVICES AT LICENSED CARE FACILITIES AND PRIVATE RESIDENCES; ADDING A NEW SECTION 42-56, REQUIRING ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Ordinance 4078 will revise several sections of the Fire Prevention and Protection section in the City's Code of Ordinances.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

ATTACHMENTS:
Ordinance 4079

ORDINANCE NO. 4079

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 42, ARTICLE I, II, AND III RELATING TO FIRE PREVENTION AND PROTECTION; REVISING CHAPTER 42, ARTICLE I, II, AND III, TO REMOVE DUPLICATIVE LANGUAGE FROM THE FLORIDA FIRE PREVENTION CODE AND TO CLEAN UP LANGUAGE AND CODE NUMBERS; ADDING A NEW SECTION 42-41, ESTABLISHING FEES FOR LIFT ASSIST SERVICES AT LICENSED CARE FACILITIES AND PRIVATE RESIDENCES; ADDING A NEW SECTION 42-56, REQUIRING ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 42 of the City's Code of Ordinances governs fire prevention and protection for the City; and

WHEREAS, Chapter 633, Part II, Florida Statutes governs fire safety and prevention for the State of Florida; and

WHEREAS, Chapter 633, Part II, Florida Statutes, provides uniform statewide standards for fire safety and prevention; and

WHEREAS, the City has adopted the Florida Fire Prevention Code ("FFPC") as provided for in Section 633.202, Florida Statutes; and

WHEREAS, Chapter 42 of the City's Code of Ordinances contains certain information that is duplicative of the FFPC; and

WHEREAS, the City finds it is in the City's best interest to remove duplicative language and otherwise clean up certain language and code numbers to allow easier reading and understanding of Chapter 42; and

WHEREAS, the FFPC is adopted by the State Fire Marshal at three-year intervals as required by Chapter 633.202, Florida Statutes, and regulates, amongst many other matters, the inspection and reporting of fire protection systems such as fire sprinkler systems, fire extinguishers, fire alarm systems; and

WHEREAS, with the advancement of technology and the available access to the internet, requiring electronic reporting of fire protection systems inspection reports is more efficient, cost effective, and results in higher compliance with FFPC inspection requirements; and

WHEREAS, it is the intent of the City Council of the City of Bradenton to maintain enhanced standards as it relates to fire protection and prevention, to reduce vulnerability of the people and property of the City of Bradenton; and

WHEREAS, the City Council determines that it is in the best interest of the public safety and welfare of the citizens of the City of Bradenton to amend Chapter 42, Article II, of the City's Code of Ordinances relating to fire prevention and protection to ensure all fire protection system inspection reports are being promptly reported electronically to the City; and

WHEREAS, the City Council determines that it is in the best interest of the public safety and welfare of the citizens of the City of Bradenton to amend Chapter 42, Article III, of the City's Code of Ordinances to discourage use of the 911 emergency system to dispatch personnel of the Fire Department for non-emergency patient lift assistance at licensed care facilities and private residences, and to establish corresponding fees and billing procedures for such lift assist services.

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

Section 1. **Findings of Fact**. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. **Amended Code Language**.

A. Chapter 42, Fire Prevention and Protection, shall be revised as follows:

ARTICLE I. - IN GENERAL

DIVISION 1. - PREAMBLE

Sec. 42-1. - Introduction.

The purpose of this chapter is to provide the Bradenton Fire Department with rules and regulations to improve public safety by promoting the control of fire hazards; regulating the installation, use, and maintenance of fire safety equipment; regulating the use of structures, premises, and open areas; providing for the abatement of fire hazards; establishing the responsibilities and procedures for code enforcement; and setting forth the standards for compliance and achievement of these objectives.

Sec. 42-2. – Bureau of fire prevention, inspection, and investigation established.

The Bureau of Fire Prevention, Inspection, and Investigation is hereby established, to be under the control of the fire chief, to assist in the performance of the responsibilities and duties placed upon the fire marshal of the Bradenton Fire Department. The fire chief shall designate a fire official as fire marshal. The fire marshal of the Bradenton Fire Department shall be responsible for the enforcement of the fire prevention code of the Bradenton Fire Department.

The Bureau of Fire Prevention, Inspection, and Investigation (hereinafter referred to as the bureau) within the Bradenton Fire Department shall operate under the supervision of the fire marshal of the Bradenton Fire Department. The fire marshal shall be responsible for the direct administration and enforcement of the Bradenton Fire Department fire prevention code. The fire marshal may designate such number of fire

inspectors as shall, from time to time, be authorized by the fire chief of the Bradenton Fire Department.

Sec. 42-3. - Duties and responsibilities.

It shall be the duty of the fire marshal and their designees to enforce all rules and regulations of the Bradenton Fire Department.

(a) These duties shall consist of, but not be limited to, the following:

1. The prevention of fires;

2. The storage and use of explosives and flammables;

3. The installation and maintenance of automatic and other fire alarm systems, and fire extinguishing equipment;

4. The maintenance and regulation of fire escapes;

5. The means and adequacy of exits, in case of fire, from buildings and all other places in which numbers of persons work, live, or congregate from time to time for any purpose;

6. The investigation of the cause, origin, and circumstances of fires;

7. The maintenance of fire cause and loss records.

(b) It shall be the duty of the fire marshal of the Bradenton Fire Department to investigate and recommend to the fire chief, such additional rules and regulations or amendments to existing rules and regulations as they may deem necessary for safeguarding life and property against fire.

(c) The fire marshal shall prepare instructions for their assistants and forms for their use in the reports required by these rules and regulations.

(d) The fire marshal shall inspect, or cause to be inspected, all premises periodically, and shall make such orders as may be necessary for the enforcement of the laws, rules, and regulations governing the same and for the safeguarding of life and property from fire.

(e) The fire marshal and their designees shall have such other powers and perform such other duties as are outlined in other sections of this code, and as may be conferred and imposed from time to time by law.

Secs. 42-4—42-9. - Reserved.

DIVISION 2. - GENERAL PROVISIONS

Sec. 42-10. - Title.

The title of this code shall be the fire prevention code of the Bradenton Fire Department, hereinafter referred to as the "code." One or more copies shall be on file

in the administrative office of the Bradenton Fire Department, located at 1010 9th Avenue West, Bradenton, Florida 34205, and shall be kept available for public use, inspection, and examination.

Sec. 42-11. - Definitions.

For this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning. The definitions listed below are in addition to the definitions found in the current edition of the Florida Fire Prevention Code (FFPC):

Authority having jurisdiction (A.H.J.). The Bradenton Fire Department, through the fire chief or a designated state-certified inspector. For this code, the terms "fire marshal" and "authority having jurisdiction" are interchangeable.

Building code. The Florida Building Code as identified in F.S. Ch. 553.73.

NFPA or *NFIPA.* The National Fire Protection Association as referenced in the Standard Building Code. NFPA or NFIPA Standard No. (_____) or Code No. (_____) shall mean the referenced code or standard as compiled and published by the National Fire Protection Association.

National Fire Code. The compilation of the National Fire Protection Association codes, standards, recommended practices, and manuals, published by the National Fire Protection Association and as adopted by the Bradenton Fire Department.

~~*Path of egress.* As delineated by the life safety plan and/or as determined by the A.H.J.~~

~~*Story.* That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. A parking area beneath a building is considered a story.~~

~~*Substantially altered.* A structural alteration increasing the square footage of an existing building by 50 percent or more, or increasing the square footage of an existing building such that the square footage of the entire building exceeds the table limits of Table 1 shall be considered a substantial alteration~~.

Sec. 42-12. - Recognition of the Florida Fire Prevention Code.

This code recognizes the Florida Fire Prevention Code as adopted by the state pursuant to F.S. § 633.202. The same are hereby adopted and incorporated, as fully as if set out at length, herein. Not less than one copy of the adopted issue of NFPA 1, Fire Prevention Code of the National Fire Protection Association, and the adopted standards and codes of the National Fire Codes shall be filed in the office of the Bradenton Fire Department, and the provisions thereof shall be controlling within the limits of that department. Whenever the Florida Fire Prevention Code, as referenced herein, and this fire prevention code address an identical issue, the more stringent fire protection provision shall apply.

Sec. 42-13. - Recognition of building code.

This code recognizes and incorporates, as fully as if set out herein, the Florida Building Code as identified in section 42-11. Whenever the Florida Building Code is referenced herein, and this fire prevention code addresses an identical issue, the more stringent fire protection provision shall apply.

Sec. 42-14. - Application.

(a) The provisions of this code shall apply to all buildings, structures, vehicles, marine vessels, premises, and conditions within this jurisdiction. The provisions of this code shall apply equally to existing as well as new buildings (unless specifically noted in this code). Structures, vehicles, marine vessels, premises, and conditions not in strict compliance with this code may be permitted to continue unless, in the opinion of the fire marshal, they constitute a distinct fire hazard to life or property.

(b) The provisions of this code do not apply to one- or two-family dwellings in the normal use or maintenance thereof, except that this code shall apply whenever the activity or use of such dwelling creates a distinct fire hazard to life or property, or is referenced by the uniform standards as referenced in F.S. Ch. 633.

(c) The provisions of this code do not apply to those buildings or structures specifically under the uniform standards of the state, as outlined in F.S. Ch. 633, except as provided therein.

(d) The provisions of this code shall be complied with whenever a building is built, or a building or occupancy is considered to be substantially altered. Compliance with this code may be required when a new owner, renter, or lessee assumes control of a building, unit, or business, or if there is a change in the occupancy classification. Only those requirements whose application would be clearly impractical in the judgment of the authority having jurisdiction shall be modified.

(e) Existing buildings that are occupied at the time of adoption of the code may be continued in use provided:

(1) The occupancy remains the same and,

(2) No serious life safety hazard exists that would constitute an imminent threat and,

(3) The building was not previously under review for code compliance.

(f) The provisions of this code, as far as they are substantially the same as existing provisions of law relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

(g) The adoption of this code or the repeal of any other existing provision of law, including regulations or orders, shall not be construed to alter any time limit which may have been imposed by any existing law, regulation, or order of the fire marshal or other authority relating to compliance with such limits.

(h) If any provision of this code is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this code.

Secs. 42-15—42-24. - Reserved.

ARTICLE III. - FIRE PREVENTION REGULATIONS

Sec. 42-40. - Reserved.

Sec. 42-41. ~~- Reserved~~. Lift Assist Services.

It shall be the policy and practice of the city to discourage the use of the 911 emergency system to dispatch personnel of the fire department for non-emergency patient lift assistance at licensed care facilities and private residences.

(a) For the purposes of this section, the following terms, phrases, words, and their derivations shall have the meaning given:

"Licensed care facility" means a licensed care or nursing facility, such as an assisted living facility (ALF) and/or a skilled nursing facility (SNF).

"Lift assist" means a response by Bradenton Fire Department personnel to assist in physically moving a person who does not require emergency medical treatment or transportation in a licensed care facility or private residence.

"Owner" means a person who is responsible for the proper operation of the licensed care facility.

"Private residence" means any dwelling, unit, or place of abode not licensed or operated as a licensed care facility, including single-family homes, apartments, condominiums and similar residential units.

"Responsible party" means, with respect to a private residence, the resident, tenant, homeowner, or other adult individual who resides at, or is otherwise legally or financially responsible for, the private residence at which lift assist services are rendered.

(b) The city shall charge a fee to licensed care facilities and to responsible parties at private residences for services rendered by the city in connection with providing lift assist services to any person. The city shall invoice the owner(s) or, in the case of a private residence, the responsible party, for the cost of lift assist services, and the owner(s) or responsible party shall pay those costs. Fees shall be established by resolution of the city council.

(c) Any unpaid invoice for fees imposed pursuant to this section shall be considered delinquent thirty (30) days following the invoice date. For any delinquent fees, the

city shall charge a late fee to be established by resolution of the city council. The owner(s) or responsible party, as applicable, shall be responsible for any collection costs incurred by the city, including, without limitation, reasonable attorneys' fees and costs.

(d) The fire chief shall be authorized to reduce or waive any fees for lift assist services when it is determined that the owner(s) or responsible party is making good faith efforts to remedy the situation.

(e) The Bradenton Fire Department shall maintain records in connection with any lift assist services provided pursuant to this section.

Sec. 42-42. - Unnecessary/false alarms; service fees.

The purpose of this section shall be to regulate and control the malfunctioning, negligence, or unintentional act resulting in the unnecessary response of emergency vehicles. In the case of unnecessary/false alarms, the authority having jurisdiction shall cause an investigation to be made and keep a record of the number of unnecessary/false alarms on file.

For the purpose of this article, the definition of "12-month period" shall mean the 12 months of the fiscal year (October 1 through September 30).

(a) Persons owning, managing, or otherwise being in charge of the premises shall be responsible for regulating and controlling the use and maintenance of an automatic fire alarm system for those premises. The transmission of an excessive number of unnecessary/false alarms, as defined herein as the result of malfunctions, negligence, or unintentional acts resulting in the unnecessary response of emergency vehicles, shall constitute a violation of this chapter. The owner, manager, or person in charge shall, after the performance of an investigation by the authority having jurisdiction as to the causes for each such unnecessary/false alarm, be responsible for such violation and may be assessed a service fee pursuant to paragraph (b) of this section. An excessive number of unnecessary/false alarms for any premises within the department is defined as four or more such unnecessary/false alarms within any given 12-month period.

(b) For the first through third unnecessary/false alarm, inclusive, as set forth in this section, occurring in any given 12-month period, a warning shall be issued in writing; for the fourth and fifth unnecessary/false alarms in the same 12-month period, a fee shall be assessed; and for the sixth and seventh unnecessary/false alarms in the same 12-month period, a fee shall be assessed. All unnecessary/false alarms in excess of seven in one 12-month period shall be assessed a fee for each alarm.

(c) In the event an unnecessary/false alarm is the result of a fire system service company, contractor, or fire alarm monitoring company failing to place a system in the test mode or otherwise ensure the prevention of the dispatch of all fire alarm signals during maintenance, testing, or for any other reason, the contractor, servicing, or monitoring company may be assessed a fee.

(d) Failure of the owner, manager, or person in charge of the premises to respond to an unnecessary/false alarm within 60 minutes from the time of notification shall result in the assessment of a service fee as provided in the adopted fee schedule.

(e) Fees shall be established by resolution of the City Council.

Sec. 42-43. ~~- Required access for fire apparatus~~. – Reserved.

~~(a) *Traffic-calming devices*. New speed bumps, when installed, must comply with the following criteria:~~

~~(1) Approved speed bumps shall have minimum 24-inch-long base with sloping falls, cresting at four-inch maximum height;~~

~~(2) The location of such speed bumps shall be approved by the A.H.J.;~~

~~(3) Where the installation of speed bumps is determined by the authority having jurisdiction to impede or inhibit the response of emergency vehicles or the safety of emergency personnel or patients, such speed bumps shall be removed by the owner. Existing speed bumps may be modified to meet safety requirements as approved by the authority having jurisdiction.~~

~~(b) [*Turn-arounds*.] Installed per Florida Fire Prevention Code and City of Bradenton Land Use Regulations.~~

~~(c) Automatic gates shall meet the requirements of Manatee County Ordinance 19-15 Emergency Access Gates and this Chapter.~~

~~(1) When in the fully opened position, gates shall allow not less than 15 feet horizontal clear space, including the roadway surface, as measured from inside curb to inside curb. A vertical clear space of not less than 13 feet six inches shall also be required.~~

~~(2) Each system shall have as a minimum for operation:~~

~~a. Remote access through the use of electronic openers. These openers shall be set to the current frequency and code for use by fire departments as well as the Manatee County Department of Public Safety. This frequency and code shall be separate from, and in addition to, any frequency and code intended for use by occupants. The remote-control unit shall cause the gate to begin opening operations when activated no less than ten feet from the outermost edge of the gate.~~

~~b. In the event of power outages, a battery backup system shall cause the gate(s) to be open on the entry side of the complex to allow for emergency access (see item 2 above). The gate(s) shall remain in the fully opened position until power is restored.~~

c. A Knox key control switch is recommended to be mounted on a pole at the far right (resident) lane to ensure fire department access is not hindered due to malfunction of the gate.

(3) If the gate is to be used for emergency access only, signage shall be installed on both the interior and exterior of the gate, indicating the gate is to be used for emergency access only and prohibiting parking.

(4) In the event the gate becomes nonoperational, the gate(s) shall be secured in the fully opened position, until such time as the minimum requirements as outlined above have been restored to a fully operational condition.

(5) Where any vehicle access gate is installed which is expressly for emergency access, the gate shall be set back from the roadway a distance sufficient to allow emergency vehicles using the gate to be fully off the roadway while opening a manual gate or allowing the automatic gate to open.

(6) No automatic gate or cross-arm bars used for entry control shall be placed into service until such time as the operating features have been inspected, tested, and approved.

(7) Gate contractor shall provide two programmed gate remotes to the fire inspector at the time of final inspection.

Cross reference(s) Penalty, § 42-57.

Sec. 42-44. Key box system. - Reserved.

(a) When a structure is equipped with a fire alarm system, sprinkler, or standpipe system, or when required by an AHJ, an approved key box shall be required. The tumbler shall match the fire department key. The location of the key box shall be approved by the bureau. Keys shall be provided to gain access to fire alarm panels, electrical rooms, sprinkler rooms, and any other areas to which this department may require access. Where required, keys and locks shall be "mastered." Applications for the key box may be obtained from the manufacturer's website.

(b) Installation height of the key box shall be a maximum of six feet above finished grade or as approved by the authority having jurisdiction.

Cross reference(s) Penalty, § 42-57.

Sec. 42-45. Storage/Use of Propane, Heating, and Cooking Appliances. - Reserved.

(a) No person shall place or maintain gas or propane cylinders on porches, breezeways, balconies, or attached garages in multi-unit or multi-story buildings.

(b) No person shall store or use any charcoal, gas, or wood-fired heaters, grills, barbecues, or smokers on porches, balconies, or breezeways of any multi-unit or multi-story buildings.

~~(c) No person shall store or use any heat-producing device or appliance which is determined by the AHJ to be unsafe due to its application or use.~~

Cross reference(s)—Penalty, § 42-57.

Sec. 42-46. – Reserved.

Sec. 42-47. - Reserved.

Sec. 42-48. - Reserved.

Sec. 42-49. - Fire alarm system requirements.

~~(1) Basements or cellars with ceilings less than 54 inches above grade or having floor areas exceeding 2,500 square feet or when used as lounges or nightclubs, regardless of size.~~

(1) Fire alarm control panels, or a required remote annunciator, shall be installed within six feet of the primary entrance.

(2) Horn/strobe lights shall be installed on the exterior of each building for which a fire alarm system is required, to be easily seen from the street, and their location approved by the fire marshal. The light shall be either red or white in color.

(3) Outside stem and yoke (OS&Y) valves on fire line backflow preventers shall be ~~equipped with tamper switches and~~ secured through the use of chain(s) and lock(s).

Sec. 42-50. - Fire sprinkler systems requirements.

(a) Electric fire pumps that are required to ensure adequate flow and pressure in the sprinkler system shall be connected to an emergency power system in accordance with NFPA 70.

~~(c) All sprinkler system installations shall be approved by the fire marshal of the Bradenton Fire Department, and all sprinkler system connections to the public water distribution facilities shall be approved by the city public works department.~~

(b) All fire department connections shall be located on the private property side of the fire line backflow preventer unless a specific exception is issued in writing by the fire marshal. Such connection should be attached directly to the backflow preventer.

(c) Hydrant location with respect to the fire department connection: A fire hydrant shall be located not more than 50 feet from the fire department connection as measured by normal route of travel or otherwise approved by the AHJ.

~~(f) The requirements of the current edition of NFPA 25 and Florida Administrative Code (FAC) shall apply to fire sprinkler impairments.~~

~~(g) The AHJ shall be notified by the building/property owner, occupant, the impairment coordinator, or the licensed contractor conducting the work that will cause the scheduled impairment, no less than three business days prior to the~~

~~scheduled impairment. This will allow the building owner, agent, contractor, or other responsible parties to notify the AHJ of all arrangements to ensure life safety is upheld.~~

~~Table 1~~

~~Occupancy Classification~~	~~Fire Alarm and Fire Sprinkler Systems Required under the Following Conditions:~~	~~Initiation of Fire Alarm Systems Required as Follows:~~	~~Annunciation and Monitoring of Fire Alarm Systems~~
~~Assembly~~	~~5,000 square feet or more or two stories or more as outlined in the FFPC (currently adopted edition)~~	~~Manual pull stations at required exits and not to exceed 200-foot travel distance; flow switch and/or suppressions systems.~~	~~As outlined in NFPA 101 (currently adopted edition)~~
~~Educational~~	~~Two stories or more as outlined in the FFPC (currently adopted edition)~~	~~As outlined in NFPA 101 (currently adopted edition)~~	~~As outlined in NFPA 101 (currently adopted edition)~~
~~Residential~~	~~As outlined in the FFPC (currently adopted edition)~~	~~Manual pull stations at required exits; flow switch; or as required by AHJ, except where exempted in F.S. 633.202~~	~~As outlined in NFPA 101 (currently adopted edition)~~
~~Mercantile~~	~~10,000 square feet or more or two stories or more or as outlined in the FFPC (currently adopted edition)~~	~~Manual pull stations at required exits; flow switch area type smoke detection in all spaces where commodity may be stored over 12 feet above finish floor level, as determined by the AHJ.~~	~~As outlined in NFPA 101 (currently adopted edition)~~
~~Business~~	~~15,000 square feet or more or two stories and 10,000 square feet or more or as outlined in the FFPC (currently adopted edition)~~	~~Manual pull stations at required exits; flow switch~~	~~As outlined in NFPA 101 (currently adopted edition)~~
~~Industrial~~	~~10,000 square feet or more or two stories or more or as~~	~~Manual pull stations at required exits; flow switch~~	~~As outlined in NFPA 101 (currently adopted edition)~~

	~~outlined in the FFPC (currently adopted edition)~~		
~~Storage~~	~~10,000 square feet or more or two stories or more or as outlined in the FFPC (currently adopted edition)~~	~~Manual pull stations at required exits; flow switch~~	~~As outlined in NFPA 101 (currently adopted edition)~~
~~High Hazard/Special~~	~~All buildings regardless of size~~	~~As required by the authority having jurisdiction~~	~~As required by the authority having jurisdiction~~

~~Section 903 of the Florida Building Code may also apply.~~

Sec. 42-51. - Alternate Fire Extinguisher Placement.

(a) This alternative to fire extinguisher placement shall apply to multi-story residential buildings only.

(b) Where, in the opinion of the AHJ, it is difficult or impractical to have fire extinguishers inside each residential unit inspected and tagged annually, as required by FFPC and then verified by the department, the AHJ may require that the fire extinguisher be installed on the exterior of the structure.

(c) All other requirements of NFPA 10 shall be maintained.

Sec. 42-52. ~~- Change of Use/Occupancy. –~~ Reserved.

~~(a) The department shall only conduct its inspection when there is a change of use/occupancy after the City of Bradenton Planning and Community Development has already inspected the premises to ensure the structure(s) is/are properly zoned and in compliance with the applicable building codes.~~

Sec. 42-53. ~~- Cease and desist order or stop work order. –~~ Reserved.

~~(a) Whenever the violation of any provision of this code presents an immediate danger to life, safety, or property, or when any new construction or existing building is occupied in whole or in part in violation of the provisions of this code, or when any fire, explosion, or other such disaster occurs and presents an immediate danger to life, or property, the authority having jurisdiction shall immediately post a cease and desist order or a stop work order on the premises, and shall suspend any and/or all use of the building, marine vessel, structure, or premises until such time that the danger to life or property has been removed or correction of the violation(s) has/have been made.~~

~~(b) If it is determined by the authority having jurisdiction that a violation specified in this subsection exists, the authority having jurisdiction or their designee, may issue and deliver to the person committing the violation, an order to cease and desist from~~

~~such violation, to correct any hazardous condition, to preclude occupancy of the affected building or structure, or to vacate the premises of the affected building or structure. Such violations are:~~

~~(1) Except as set forth in paragraph (2), a violation of any provision of this section, of any rule adopted pursuant thereto, of any applicable uniform fire safety standard adopted pursuant to F.S. § 633.206 which is not adequately addressed by an alternative requirement adopted on a local level.~~

~~(2) A substantial violation of an applicable minimum fire safety standard adopted pursuant to F.S. § 633.206 which is not reasonably addressed by any alternative requirement imposed at the local level, or an unreasonable interpretation of an applicable minimum fire safety standard, and which violation or interpretation clearly constitutes a danger to life safety.~~

~~(3) A building or structure that is in a dilapidated condition and, as a result thereof, creates a danger to life, safety, or property.~~

~~(4) A building or structure, contains explosive matter or flammable liquids or gases, constituting a danger to life, safety, or property.~~

~~(c) If, while conducting a fire safety inspection authorized by F.S. Chapter 633, it is determined that a violation described in this section exists which poses an immediate danger to the public health, safety, or welfare, the authority having jurisdiction may issue an order to vacate the building in question, which order shall be immediately effective and shall be an immediate final order. With respect to a facility under the jurisdiction of a department school board or community college board of trustees, the order to vacate shall be issued jointly by the department superintendent or college president and the authority having jurisdiction.~~

~~The authority having jurisdiction may seek an injunction in the Circuit Court of Manatee County to enforce an order issued pursuant to this subsection.~~

~~Cross-reference—Penalty, § 42-57.~~

Sec. 42-54. - Board of appeals.

Whenever any person, firm, or corporation is of the opinion they have been aggrieved, pursuant to Chapter 69A-60, Florida Fire Prevention, they may seek relief from such decision(s) as interpreted by the fire marshal to the city's construction code board of rules and appeals.

Sec. 42-55. - ~~Mobile Food Dispensing Vehicles.~~ Reserved.

~~Mobile and/or temporary cooking operations shall be inspected prior to operation at each event/location with the City.~~

~~(a) Cooking equipment used in mobile and/or temporary cooking concessions, such as trucks, trailers, and/or buses shall comply with NFPA 10, NFP 96, FFPC, and FAC 61C.~~

~~(b) Each vendor shall be properly licensed by the Florida Department of Business and Professional Regulation (DBPR), Division of Hotels and Restaurants, and/or Florida Department of Agriculture, Division of Food Safety.~~

Sec. 42-56. - ~~Reserved.~~ Protection Systems Electronic Inspection Reporting Requirement.

All reports related to fire protection system inspection, testing, and maintenance shall be electronically uploaded to an approved reporting system as determined by the Bradenton Fire Department. Examples of fire protection inspection reports include, but are not limited to, fire detection and alarm systems, fire sprinkler systems, kitchen suppression systems, and chemical suppression systems. Any report not submitted through the City's electronic reporting system will not be accepted.

Sec. 42-57. - Penalty.

(a) Any person who shall violate any of the provisions of this code or the national fire codes as adopted by the Bradenton Fire Department, for which another penalty is not provided, or shall fail to comply therewith; or shall violate or fail to comply with any order made thereunder; or shall build in violation of any details, statement, specifications, or plans submitted or approved thereunder; or shall operate not in accordance with the provisions of any certificate, permit, or approval issued there under, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the authority having jurisdiction or by a court of competent jurisdiction within the time fixed herein shall, severally for every violation and noncompliance, respectively, be punished by a fine as set by the city code enforcement board of not more than $250.00 a day with each day of the violation constituting a separate offense.

(b) The imposition of a penalty for any violation shall not excuse the violation, nor shall the violation be permitted to continue. All persons shall be required to correct or remedy the violations or defects within a reasonable time, and when not otherwise specified, the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 42-58. - Previous rules, regulations, and codes repealed.

All formal rules and regulations or parts thereof, conflicting or inconsistent with the provisions of these rules and regulations or of the code hereby adopted, are hereby repealed.

Section 3. **Codification**. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. **Severability**. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. **Effective Date.** This Ordinance shall take effect as provided by law.

FIRST READING	October 14, 2026
PUBLICATION DATE	November 8, 2026
SECOND READING	November 18, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th, day of November, 2026.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 18, 2026

SUBMITTED BY: Mindy Whalen, 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: