AGENDA
BRADENTON CITY COUNCIL MEETING
10:30 a.m. Wednesday, February 26, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Father Mike Brady with Christ Episcopal Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

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) Clerk: Minutes from the January 6, 2025 City Council Special Meeting
1-06-2025 City Council Special Meeting Minutes

b) Event Review Committee: Fire Charity Fishing Tournament
Fire Charity Fishing Tournament Application and Site Plan

c) Information Technology: Microsoft Licensing Enterprise Agreement

d) Legislative: Resolution 25-31 - Tree and Land Preservation Board Reappointment
Resolution 25-31

e) Public Works & Utilities: Amendment 1 to Agreement 24PLN41 with the Florida Department of Environmental Protection (FDEP) for the City's Resiliency Adaptation Plan
Amendment 1 to Agreement 24PLN41

f) Public Works & Utilities: Florida Department of Environmental Protection (FDEP) Grant Agreement L0009 for Stormwater Improvements
Grant Agreement L0009 with FDEP

g) Public Works & Utilities: Village of the Arts Drainage Improvements Change Order
Change Order Number 007

h) Public Works & Utilities: Water Reclamation Facility (WRF) Disc Filter Installation Proposal
Proposal from Woodruff & Sons, Inc.

i) Purchasing: Fifth Extension of Contract IFB 20-02RW with Wilhelm Brothers, Inc.
Contract Extension with Wilhelm Brothers, Inc.

j) Purchasing: First Contract Extension of PB-23-030NT with the Toro Company
First Contract Extension with the Toro Company

k) Purchasing: Master Services Agreement with Bank of America for Credit Card Processing Services

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH
Anyone wishing to address City Council during the following public hearings will please stand and raise your right hand: "Do you swear or affirm that the factual statements and representations which you are about to present to this board will be truthful and accurate?"

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 25-25 - PUBLIC HEARING
Resolution 25-25
Application
Staff Report
Presentation

b) Planning & Community Development: **Quasi-Judicial:** Form Based Code Appeal PLN-APL-24-0001 - PUBLIC HEARING
Variance Request for Fence Height Adjustment
Staff Report
Denial Memorandum
Form-Based Code Adjustment Application

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

a) City Administration: Proposal for City Centre Garage Retail Space
Proposal for City Centre Garage Retail Space

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. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the January 6, 2025 City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the January 6, 2025 City Council Special meeting.

ATTACHMENTS:
1-06-2025 City Council Special Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL SPECIAL MEETING MINUTES

January 6, 2025
9:00 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 9:00 a.m. on Monday, January 6, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Pastor Sturiano with Kingdom Life Christian Church.

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

After Mayor Gene Brown, Councilwoman Kocher, and Councilwoman Coachman were sworn in, Vice Mayor Barnebey gave Gina Brown flowers and expressed gratitude for everything she had done for the City. In addition, Mayor Brown praised his wife and expressed gratitude for her contributions to the City as well as their family.

Mayor Brown opened the meeting at 9:14 a.m.

CITIZEN COMMENT ON AGENDA ITEMS: None.

ELECTION OF VICE MAYOR:

MOTION TO NOMINATE COUNCILMAN JOSH CRAMER AS VICE MAYOR was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 5-0.

ELECTION OF SECOND VICE MAYOR:

Mayor Brown explained the reasoning for the election of Second Vice Mayor was to ensure continuity of government should the Mayor and Vice Mayor be unavailable.

MOTION TO NOMINATE COUNCILWOMAN LISA GONZALEZ MOORE AS SECOND VICE MAYOR was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

APPOINTMENT OF CRA BOARD CHAIR AND VICE CHAIR:

MOTION TO NOMINATE COUNCILWOMAN JAYNE KOCHER AS THE CRA BOARD CHAIR was made by Councilwoman Barnebey and seconded by Vice Mayor Cramer. The motion passed 5-0.

MOTION TO NOMINATE COUNCILWOMAN PAM COACHMAN AS THE CRA BOARD VICE CHAIR was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

CLOSING COMMENTS: None.

BENEDICTION:

The benediction was led by Pastor Sturiano with Kingdom Life Christian Church.

Mayor Brown adjourned the meeting at 9:25 a.m.

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

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fire Charity Fishing Tournament

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:
Compliance of all COB Special Event Standards
1 Public Works Extra Duty Staff Member Onsite Per Day
Bradenton Police Dept. Extra Duty Officers Onsite (2 Friday, 4 Saturday, 4 Sunday)
Port-o-Lets Onsite

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FCF Foundation wishes to host their Fire Charity Fishing Tournament and Festival at Riverwalk Park (Amphitheater, Pavilion and Fishing Pier). They will have several fishing tournament categories, live music, alcohol sales, vendors and food trucks. The event has an expectation of 2,500 on Saturday and Sunday and Friday attendance is estimated at 450.

Event Hours
Setup: 8 a.m.-8 p.m. June 5, 2025
Event Day 1: Noon-8 p.m. June 6, 2025
Event Day 2: 8 a.m.-8 p.m. June 7, 2025
Event Day 3: 8 a.m.-7 p.m. June 8, 2025
Breakdown: 7-10 a.m. June 9, 2025

SUGGESTED MOTION:
Motion to approve Fire Charity Fishing Tournament with stipulations.

ATTACHMENTS:
Fire Charity Fishing Tournament Application and Site Plan

Docusign Envelope ID: BB898AFC-867B-4810-BB6D-E76CDA765309

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: FCF Foundation

Date of Application: 01/14/2025

Contact Name: Erin Alexander

Contact Phone 1: 941-726-6171

Contact Email: firecharityfishing@gmail.com

Contact Phone 2: _____

Address: 1255 Hagle Park Road

City: Bradenton State: FL Zip: 34212

Event Information

Name of Event: Fire Charity Fishing Tournament

Event Date: 06/06/25 - 06/08/25

Purpose of Event: Charity Fishing Tournament & Festival

Description of Event: 17th Annual Fishing Tournament & 4th Annual Festival - Friday Noon Captains meeting for Offshore, Spear,Nearshore and Paddle Divisions, 6pm Captains meeting for Inshore & Junior. Saturday Kids Tournament off the fishing pier, followed by live music, vendors & food trucks,

Event Location: Bradenton Riverwalk

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

- [X] Mosaic Amphitheater
- [X] Pavilion Area
- [X] ~~Great Lawn~~
- [ ] Regatta Plaza
- [X] Parking Lot Areas
- [ ] Tower Plaza
- [ ] Skate Park
- [ ] Outdoor Living Room
- [ ] Botanical Gardens
- [ ] Volleyball Courts
- [X] Other (specify): Fishing Pier

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	06/05/2025	Thursday	8am	8pm	0
Event Day 1	06/06/2025	Friday	Noon	8pm	450
Event Day 2	06/07/2025	Saturday	8am	8pm	2500
Event Day 3	06/08/2025	Sunday	8am	7pm	2500
Break Down	06/09/2025	Monday	7am	10am	0

Number of years event has been held: 17

Past Attendance: 2500 Saturday & Sunday

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location
20 x 20	1	LAWN AREA
80-100 X 40	2	LAWN AREA

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

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

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

Will a generator be used? (Yes) No Size of generator: 9500KW & 2000KW

Will gas equipment be used? Yes (No) Type of fuel source: N/A

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? INSIDE INDIVIDUAL FOOD TRUCKS

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

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

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, James Erik Nicholsoon, applicant/event organizer for Fire Charity (event), scheduled for (date&hours), 6/5/25 -6/9/25, from 8am to 8pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signed by: James Nicholson ED45552DCAF741B...
Signature of Applicant/Event Organizer

FCF Foundation Inc
Organization

James Erik Nicholson
Typed or Printed Name and Title

01/14/2025
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.

Signed by: James Nicholson ED45552DCAF741B...
Signature of Applicant/Event Organizer

FCF Foundation Inc
Organization

James Erik Nicholson
Typed or Printed Name and Title

01/14/2025
Date

(03/2022)

Docusign Envelope ID: BB898AFC-867B-4810-BB6D-E76CDA765309

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time:_____

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

none

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

Fire Charity Fishing Foundation

2025 Site Plan



Fire Charity Fishing Foundation

2025 Site Plan



AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Microsoft Licensing Enterprise Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's enterprise agreement with Microsoft, which covers all of Information Technology's (IT) licensing, has expired. IT has worked with Attorney Rudacille to review the new agreement and is recommending approval for another 3 years. This agreement covers all desktop, server, and hardware licensing.

FINANCIAL IMPACT:
Budgeted in FY25, and will be in FY26 and FY27.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille has no objections.

SUGGESTED MOTION:
Motion to approve the Microsoft Enterprise Agreement.

ATTACHMENTS:

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-31 - Tree and Land Preservation Board Reappointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Jennifer Hoffman to the Tree and Land Preservation Board and defining her term.

SUGGESTED MOTION:
Motion to approve Resolution 25-31.

ATTACHMENTS:
Resolution 25-31

RESOLUTION NUMBER 25-31

A RESOLUTION REAPPOINTING **JENNIFER HOFFMAN** TO THE **TREE AND LAND PRESERVATION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER TERM.

WHEREAS, the City is desirous of reappointing outstanding members of the community to this board.

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

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

JENNIFER HOFFMAN for a term to expire MARCH 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 26th day of February, 2025.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment 1 to Agreement 24PLN41 with the Florida Department of Environmental Protection (FDEP) for the City's Resiliency Adaptation Plan

SUGGESTED ACTION: Approval by Council to enter into the agreement with FDEP and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City applied for and received a grant from FDEP for the Adaptation Plan; the plan is the next step in identifying and prioritizing critical public assets for hardening against sea level rise, relocation, or rehabilitation for future protection.

FINANCIAL IMPACT:
The grant funds 100% of the development of the Resiliency Adaptation Plan

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille had no objections.

SUGGESTED MOTION:
Motion to approve the amendment and authorize the Mayor to sign on behalf of the City.

ATTACHMENTS:
Amendment 1 to Agreement 24PLN41

AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN41
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 24PLN41 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bradenton Adaptation Plan (Project), effective November 15, 2024; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 3, Attachment 5, and Attachment 6 following updates from the Office of the General Counsel and Resilient Florida Program; and

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Grantee's Grant Manager
Name: David Lindsey
Address: 888 13th Avenue E
Phone: 941-245-1700
Email: David.lindsey@bradentonFL.gov

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

5. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Gene Brown, Mayor Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	3-A	Revised Grant Work Plan (5 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. 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, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee 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 Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in 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 fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., 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 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN41

ATTACHMENT 3-A

PROJECT TITLE: City of Bradenton Adaptation Plan

PROJECT LOCATION: The Project is located in City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will complete the City of Bradenton Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will identify potential local representatives to serve on the project steering committee and prepare a draft list of representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage project outcomes. The Grantee will review and approve the steering committee list and then send an email to the members with the request to confirm their acceptance or denial of their participation on the steering committee.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes; and
- **2.2:** List of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in setting the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, assist in identifying available data and resources, identify relevant assets, and recommend focus areas for public input. A minimum of two steering committee meetings is recommended, at the beginning and end of the project; however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following for each meeting:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, appropriate resources and data, relevant assets, and recommended focus areas.

Task 4: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **7.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding

must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2025
2	Assemble Steering Committee	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	6/30/2025
3	Conduct Steering Committee Meetings	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
4	Public Outreach Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	9/30/2025
5	Draft Adaptation Needs and Strategies	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	12/31/2025
6	Community Prioritization of Adaptation Needs	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
7	Final Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	4/30/2026
8	Public Presentation	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	5/31/2026
		Total:	**$80,000**	**$40,000**	**$120,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN41

ATTACHMENT 3-A

PROJECT TITLE: City of Bradenton Adaptation Plan

PROJECT LOCATION: The Project is located in City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will complete the City of Bradenton Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will identify potential local representatives to serve on the project steering committee and prepare a draft list of representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage project outcomes. The Grantee will review and approve the steering committee list and then send an email to the members with the request to confirm their acceptance or denial of their participation on the steering committee.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes; and

- **2.2:** List of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in setting the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, assist in identifying available data and resources, identify relevant assets, and recommend focus areas for public input. A minimum of two steering committee meetings is recommended, at the beginning and end of the project; however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following for each meeting:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, appropriate resources and data, relevant assets, and recommended focus areas.

Task 4: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **7.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required

Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2025
2	Assemble Steering Committee	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	6/30/2025
3	Conduct Steering Committee Meetings	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	6/30/2025
4	Public Outreach Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	9/30/2025
5	Draft Adaptation Needs and Strategies	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	12/31/2025
6	Community Prioritization of Adaptation Needs	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
7	Final Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	6/30/2026
8	Public Presentation	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	9/30/2026
		Total:	**$80,000**	**$40,000**	**$120,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 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 DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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.

AUDITS

PART I: 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 §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 Part 200, Subpart F-Audit Requirements. If the recipient 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 recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

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), Florida Statutes, 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, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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 the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23.24	37.098	Resilient Florida Programs	$80,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$80,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	February 26, 2025
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Florida Department of Environmental Protection (FDEP) Grant Agreement L0009 for Stormwater Improvements
SUGGESTED ACTION:	Council approval of the grant agreement with FDEP and authorization for the Mayor to sign on behalf of the City

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City applied for a grant from FDEP for stormwater improvements along 25th Avenue West between 22nd Street West and 24th Street West. The grant is for the construction of a stormwater system and rebuilding the roadway.

FINANCIAL IMPACT:
The grant will cover the cost of construction of the project. The City does not anticipate any additional costs for the project.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille had no objections.

SUGGESTED MOTION:
Motion to approve the grant agreement with FDEP and authorize the Mayor to sign on behalf of the City.

ATTACHMENTS:
Grant Agreement L0009 with FDEP

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Bradenton 25th Avenue West and 22nd Street West Stormwater Improvements**

Agreement Number: **L0009**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton**

Entity Type: **Local Government**

Grantee Address: **101 Old Main Street, Bradenton, FL 34205**

FEID: **F596000283**

(Grantee)

3. Agreement Begin Date: **July 1, 2024**

Date of Expiration: **March 31, 2027**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.4781, -82.5861)**

Project Description: **The Grantee will rebuild the roadway to current construction standards and install a new stormwater sewer system to improve drainage conveyance.**

5. Total Amount of Funding: **$ 400,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1732A, FY 24-25, GR**	$ **400,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **400,000.00**

6. Department's Grant Manager

Name: **Arianna Kolesar** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3570
Tallahassee, FL 32399-3000

Phone: **850-245-2948**

Email: **Arianna. Kolesar@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Kim Clayback** or successor

Address: **City of Bradenton**
1411 9th Street West
Bradenton, FL 34205

Phone: **941-708-6304**

Email: **Kim.clayback@bradentonfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Arianna Kolesar, DEP Grant Manager

_____

Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. 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, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee 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 Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in 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 fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., 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 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0009

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Bradenton 25th Avenue West and 22nd Street West Stormwater Improvements Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradenton 25th Avenue West and 22nd Street West Stormwater Improvements

PROJECT LOCATION: The Project will be located in the City of Bradenton (Grantee) within Manatee County; Lat/Long (27.4781, -82.5861).

PROJECT BACKGROUND: The substandard fill material used in the original road construction has contributed to roadway settling and degradation due to inadequate stormwater management. Rebuilding the roadway to current standards will improve its resilience to stormwater impacts, improve public roadway safety, reduce public health risks associated with mosquito breeding in standing water persisting after storm events, and enhance the overall drainage capacity of the area.

PROJECT DESCRIPTION: The Grantee will rebuild the roadway to current construction standards and install a new stormwater sewer system to improve drainage conveyance.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Bradenton 25th Avenue West and 22nd Street West Stormwater Improvements (Project) in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$400,000.00	07/01/2024	09/30/2026
		Total:	$400,000.00		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 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 DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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.

AUDITS

PART I: 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 §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 Part 200, Subpart F-Audit Requirements. If the recipient 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 recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

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), Florida Statutes, 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, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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 the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects	$400,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$400,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Village of the Arts Drainage Improvements Change Order

SUGGESTED ACTION: Council approval of the proposed change order to close out the VOTA Drainage Project.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City has entered into an agreement with C-Squared CGC to construct the VOTA Drainage Improvements project, with an initial contract amount of $2,076,913.00. This project is co-funded by the Southwest Florida Water Management District (SWFWMD). During construction, some cost savings were realized; however, a final change order has been issued for a net increase of $244,342.02, bringing the new total project cost to $2,321,255.02.

This change order is necessary due to unforeseen circumstances, including the discovery of old detritus in the ground dating back to the airfield's original construction, which required hauling and disposal. Additionally, unsuitable soils were found during the installation of the stormwater system along 10th Street West, requiring the street to be rebuilt.

The pricing for the additional work has been thoroughly reviewed and vetted by the City, Stantec’s Engineer of Record (EOR), and the SWFWMD project manager.

Vetting Analysis:

2,076,913.00	**Original Contract**
123,946.69	CO#1
177,239.00	CO#2
21,206.50	CO#3
34,905.00	CO#4
38,250.00	CO#4
2,343.00	CO#5
(29,225.92)	CO#6
(124,322.25)	CO#7
244,342.02	**CO Total**
2,321,255.02	**New Contract Price**
2,021,247.76	**Pay Apps 1-10 Payment Totals**
300,007.26	**Final Payment Total**

FINANCIAL IMPACT:
The change order amount will be paid for with the previously approved VOTA Drainage Improvement accounts, approved by Council in 2022. The project amount was budgeted with a contingency to cover these costs.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the change order for VOTA drainage improvements.

ATTACHMENTS:
Change Order Number 007

SECTION 00941

CHANGE ORDER (CO) NO. 007

OWNER/CLIENT: City of Bradenton PROJECT NO.: 43053810-563000-21514 PROJECT MANAGER: Kim Clayback

ENGINEER: Stantec PROJECT NO.: 215618232 PROJECT MANAGER: Jordan Corby

CONTRACTOR: C-Squared Certified General Contractor, Inc. PROJECT NO.: 22049 PROJECT MANAGER: Sean D'Agostino

PROJECT NAME: Village of the Arts South Drainage Improvements Project

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

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

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 2,076,913.00

[Increase/Decrease] from previously approved Change Orders No. 1 to No. 6:

$ 368,664.27

Contract Price prior to this Change Order:

$ 2,474,803.19

[Increase/Decrease] of this Change Order:

$ 124,322.25

Contract Price incorporating this Change Order:

$ 2,474,803.19

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

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

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase/Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE
(Attach additional sheets if required.)

	DEDUCT	ADD
Final Pay Application	124,322.25	
SUBTOTAL	124,322.25	

COMPLETED

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

_____

_____

_____

_____

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

RECOMMENDED:
By: Jordan S. Corby, PE
Engineer (Authorized Signature)
Date: _____
Approved by Funding Agency (if applicable):
_____

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

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

Date: _____

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

COUNTY MATERIALS CORPORATION
P.O. BOX 38
MARATHON, WI 54448-0100

BMO HARRIS BANK NA
CHICAGO ILLINOIS

2-28
710

AMOUNT
******$29,225.92

02/14/2024 DATE

52246 CHECK NO.

VOID VOID VOID

*Twenty-Nine Thousand Two Hundred Twenty-Five and 92/100**********

PAY TO THE ORDER OF

C-SQUARED
3547 53RD AVE W
#327
BRADENTON, FL 34210

R Stark

Void After 90 Days

⑈52246⑈ ⑆071000288⑆480965488 26⑈

REMITTANCE ADVICE

Vendor # 66666
CK # 52246

Date	*Ty*	*Invoice No.*	*Reference*	*Gross*	*Discount*	*Net*
02/05/2024	IN	C-SQUARED173206		29,225.92	.00	29,225.92
			Totals	29,225.92	.00	29,225.92

DETACH AND RETAIN FOR YOUR RECORDS

COUNTY MATERIALS CORPORATION
P.O. BOX 38
MARATHON, WI 54448-0100

Contractor's Application for Payment No. 11

	Application Period: Final	Application Date: FINAL	
To (Owner): City of Bradenton	From (Contractor): C-Squared Certified General Contractor, Inc.	Engineer: City of Bradenton	
Project: Villiage of the Arts South Drainage Improvements Project	Contract: 43053810-563000-21514	Contractors Project No.:	

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$123,946.69	
2	$177,239.00	
3	$21,206.50	
4	$73,155.00	
5	$2,343.00	
6		$29,225.92
7		$124,322.25
NET CHANGE BY CHANGE ORDERS	**$244,342.02**	

1.	**ORIGINAL CONTRACT PRICE**			**$2,076,913.00**
2.	**Net change by Change Orders**			**$244,342.02**
3.	**Current Contract Price (Line 1 ± 2)**			**$2,321,255.02**
4.	**TOTAL COMPLETED AND STORED TO DATE**			**$2,321,255.02**
5.	**RETAINAGE:**			
	a. 5% X	$0.00	**Work Completed**	**$0.00**
	b. 5% X	$ -	**Stored Material**	**$0.00**
	c. Total Retainage (Line 5a + Line 5b)			**$0.00**
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**			**$2,321,255.02**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior App)**			**$2,021,247.76**
8.	**AMOUNT DUE THIS APPLICATION**			**$300,007.26**
9.	**BALANCE TO FINISH, PLUS RETAINAGE**			**$0.00**

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: 1. all previous progress payments received from the Owner on account of Work done under the Contract havebeen applied on account to discharge the Contractor's legitimateobligations incurred in connection with Work covered by prior Applications for Payment,
2. title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except as such covered by a Bond acceptable to the Owner indemnifying Owner against such liens, security interest, or encumbrances; and

By: Sean D'Agostino	Date: 8-27-2024

Payment $ $300,007.26
(Line 8 or other - attach explanation of the other amount)

is recommended by: Digitally signed by Corby, Jordan DN: dc=ads, dc=corp, ou=Istantec, ou=Users, ou=Internal, cn=Corby, Jordan Date: 2024.09.05 15:18:09 -06'00'
(Engineer) 9/5/2024 (Date)

Payment $ $300,007.26
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

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

Endorsed by the Construction Specifications Institute.

Progress Estimate - Unit Price Work — **Contractor's Application**

For (Contract): Villiage of The Arts Drainage Improvements Project — Application Number: 011

Application Period: 12.29.2023 - 2.2.2024 — 2.8.2024

A					B	C				D	E	F	G	H
Item		Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Quantity	Amount	Quantity	Amount					
	1. Lump Sum Items													
1.A	Mobilization	1	LS	$153,800.00	$153,800.00	1	$153,800.00		$0.00	$153,800.00		$153,800.00	100%	$0.00
1.B	Maintenance of Traffic	1	LS	$56,000.00	$56,000.00	1	$56,000.00		$0.00	$56,000.00		$56,000.00	100%	$0.00
1.C	Record Drawings	1	LS	$5,050.00	$5,050.00	1	$5,050.00		$0.00	$5,050.00		$5,050.00	100%	$0.00
1.D	Best Management Practice/Enviromental Protection	1	LS	$18,000.00	$18,000.00	1	$18,000.00		$0.00	$18,000.00		$18,000.00	100%	$0.00
1.E	SWF-1 Bathymetric Survey	1	LS	$12,620.00	$12,620.00	1	$12,620.00		$0.00	$12,620.00		$12,620.00	100%	$0.00
1.F	Remove and Dispose Existing Drainage Structures/ Pipe	1	LS	$25,370.00	$25,370.00	1	$25,370.00		$0.00	$25,370.00		$25,370.00	100%	$0.00
1.G	Sidewalk Brick Pavers, Remove, Store and Replace	1	LS	$19,000.00	$19,000.00	1	$19,000.00		$0.00	$19,000.00		$19,000.00	100%	$0.00
	2.Phase 1 Drainage Work Furnish and Install													
2.A	ADJUSTABLE WEIR ASSEMBLY 48X12 WINDOW AT SWF-2 CONTROL STRUCTURE	1.00	EA	$20,540.00	$20,540.00	1	$20,540.00		$0.00	$20,540.00	$0.00	$20,540.00	100%	$0.00
2.B	ADJUSTABLE WEIR ASSEMBLY 60X36 WINDOW AT JUNCTION BOX #1	1.00	EA	$32,410.00	$32,410.00	1	$32,410.00		$0.00	$32,410.00	$0.00	$32,410.00	100%	$0.00
2.C	STORM GRATE INLET STRUCTURE	1.00	EA	$8,530.00	$8,530.00	1	$8,530.00		$0.00	$8,530.00	$0.00	$8,530.00	100%	$0.00
2.D	SWF-1 CONTROL STRUCTURE	1.00	EA	$8,310.00	$8,310.00	1	$8,310.00		$0.00	$8,310.00	$0.00	$8,310.00	100%	$0.00
2.E	SWF-2 CONTROL STRUCTURE	1.00	EA	$12,000.00	$12,000.00	1	$12,000.00		$0.00	$12,000.00	$0.00	$12,000.00	100%	$0.00
2.F	JUNCTION BOX #1	1.00	EA	$26,960.00	$26,960.00	1	$26,960.00		$0.00	$26,960.00	$0.00	$26,960.00	100%	$0.00
2.G	STORM, MANHOLE, PRECAST	1.00	EA	$25,490.00	$25,490.00	1	$25,490.00		$0.00	$25,490.00	$0.00	$25,490.00	100%	$0.00
2.H	PIPE CULVERT, HDPE, 48" ROUND	368.00	LF	$320.00	$117,760.00	368	$117,760.00		$0.00	$117,760.00	$0.00	$117,760.00	100%	$0.00
2.I	PIPE CULVERT, REINFORCED CONCRETE 48" ROUND	44.00	LF	$630.00	$27,720.00	44	$27,720.00		$0.00	$27,720.00	$0.00	$27,720.00	100%	$0.00
2.J	PROCO SERIES 790, INLINE CHECK VALVE, 48" ROUND	1.00	EA	$32,180.00	$32,180.00	1	$32,180.00		$0.00	$32,180.00		$32,180.00	100%	$0.00
2.K	RIP-RAP, RUBBLE, BANK AND SHORE	50.00	TON	$200.00	$10,000.00	50	$10,000.00		$0.00	$10,000.00		$10,000.00	100%	$0.00
2.L	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	1.00	EA	$23,110.00	$23,110.00	1	$23,110.00		$0.00	$23,110.00		$23,110.00	100%	$0.00
2.M	48" CULVERT PIPE GRATE (TRASH SCREEN INSIDE JUNCTION BOX #1)	1.00	EA	$5,190.00	$5,190.00	1	$5,190.00		$0.00	$5,190.00	$0.00	$5,190.00	100%	$0.00
	3.Phase I Site Work													
3.A	SUBSOIL EXCAVATION	8850.00	CY	$12.00	$106,200.00	8850	$106,200.00		$0.00	$106,200.00		$106,200.00	100%	$0.00
3.B	CLEARING & GRUBBING	0.72	AC	$115,000.00	$82,800.00	1.02	$117,300.00		$0.00	$117,300.00		$117,300.00	142%	-$34,500.00
3.C	ROADWAY RESTORATION/REPAIR ASPHALT	40.00	SY	$130.00	$5,200.00	40	$5,200.00		$0.00	$5,200.00		$5,200.00	100%	$0.00
3.D	SPILLWAY, REINFORCED CEMENT CONCRETE PAVEMENT, 6"	6.00	SY	$290.00	$1,740.00	6	$1,740.00		$0.00	$1,740.00		$1,740.00	100%	$0.00
3.E	CONCRETE SIDEWALK AND DRIVEWAY, 6" THICK	52.00	SY	$120.00	$6,240.00	52	$6,240.00		$0.00	$6,240.00		$6,240.00	100%	$0.00
3.F	UNSUITABLE SOILS REMOVAL AND REPLACEMENT	25.00	CY	$90.00	$2,250.00		$0.00		$0.00	$0.00		$0.00	0%	$2,250.00
	4. Phase 2 Drainage Work Furnish and Install													
4.A	FLOWABLE FILL, CULVERT FILLING	40.00	CY	$390.00	$15,600.00		$0.00		$0.00	$0.00		$0.00	0%	$15,600.00
4.B	CURB INLET AND CATCH BASIN	16.00	EA	$7,300.00	$116,800.00	13	$94,900.00		$0.00	$94,900.00	$11,477.91	$106,377.91	91%	$10,422.09
4.C	STORM GRATE INLET STRUCTURE	2.00	EA	$12,740.00	$25,480.00	1	$12,740.00		$0.00	$12,740.00	$2,698.33	$15,438.33	61%	$10,041.67
4.D	JUNCTION BOX #2	1.00	EA	$19,090.00	$19,090.00	1	$19,090.00		$0.00	$19,090.00	$0.00	$19,090.00	100%	$0.00

4.E	CONFLICT STRUCTURE	2.00	EA	$9,470.00	$18,940.00	1	$9,470.00		$0.00	$9,470.00	$5,496.00	$14,966.00	79%	$3,974.00
4.F	CORE INTO EXISTING STORM MANHOLE	3.00	EA	$2,750.00	$8,250.00	1	$2,750.00		$0.00	$2,750.00		$2,750.00	33%	$5,500.00
4.G	ADJUST MANHOLE OR GRATE INLET STRUCTURE	1.00	EA	$2,710.00	$2,710.00	2	$5,420.00		$0.00	$5,420.00		$5,420.00	200%	-$2,710.00
4.H	STORM MANHOLE, PRECAST	16.00	EA	$10,630.00	$170,080.00	11	$116,930.00		$0.00	$116,930.00	$11,179.71	$128,109.71	75%	$41,970.29
4.I	PIPE CULVERT, REINFORCED CONCRETE 36" ROUND	1032.00	LF	$250.00	$258,000.00	1032	$258,000.00		$0.00	$258,000.00	$0.00	$258,000.00	100%	$0.00
4.J	PIPE CULVERT, REINFORCED CONCRETE, 24" ROUND	1174.00	LF	$160.00	$187,840.00	277	$44,320.00		$0.00	$44,320.00	$0.00	$44,320.00	24%	$143,520.00
4.K	PIPE CULVERT, REINFORCED CONCRETE, 15" ROUND	325.00	LF	$130.00	$42,250.00	325	$42,250.00		$0.00	$42,250.00	$0.00	$42,250.00	100%	$0.00
4.L	PIPE CULVERT, CONTECH A2000, 12" ROUND	174.00	LF	$92.00	$16,008.00	168	$15,456.00		$0.00	$15,456.00		$15,456.00	97%	$552.00
4.M	PIPE CULVERT, REINFORCED CONCRETE, 19"X30" ELLIPATICAL	422.00	LF	$220.00	$92,840.00	572	$125,840.00		$0.00	$125,840.00	$0.00	$125,840.00	136%	-$33,000.00
4.N	STORM CULVERT PLUG, UP TO 36" PIPE	5.00	EA	$2,340.00	$11,700.00	1	$2,340.00		$0.00	$2,340.00		$2,340.00	20%	$9,360.00
	5. Phase 2 Utility Work Furnish and Install													
5.A	10" STEEL CASING (FOR S SANITARIO	20	LF	$ 390.00	$7,800.00	20	$7,800.00		$0.00	$7,800.00		$7,800.00	100%	$0.00
5.B	UTILITY PIPE, F&I, PVC, SEWER, 8"	20	LF	$ 360.00	$7,200.00	20	$7,200.00		$0.00	$7,200.00		$7,200.00	100%	$0.00
	6. Phase 2 Site Work													
6.A	ROADWAY MILLING AND RESURFACING	5700.00	SY	$27.00	$153,900.00	5700	$153,900.00		$0.00	$153,900.00		$153,900.00	100%	$0.00
6.B	ROADWAY RESTORATION/REPAIR ASPHALT	375.00	SY	$68.00	$25,500.00	407.3	$27,696.40		$0.00	$27,696.40		$27,696.40	109%	-$2,196.40
6.C	CONCRETE SIDEWALK AND DRIVEWAY, 4" THICK	216.00	SY	$75.00	$16,200.00	216	$16,200.00		$0.00	$16,200.00		$16,200.00	100%	$0.00
6.D	THERMOPLASTIC, STANDARD, WHITE, SOILD 12" FOR CROSSWALK	379.00	LF	$4.00	$1,516.00	370	$1,480.00		$0.00	$1,480.00		$1,480.00	98%	$36.00
6.E	THERMOPLASTIC, STANDARD, WHITE, SOILD 24" FOR STOP LINE CROSSWALK	160.00	LF	$8.00	$1,280.00	160	$1,280.00		$0.00	$1,280.00		$1,280.00	100%	$0.00
6.F	YELLOW TRUNCATED DOME DETECTIBLE WARNING SURFACE	192.00	SF	$42.00	$8,064.00	192	$8,064.00		$0.00	$8,064.00		$8,064.00	100%	$0.00
6.G	PEDESTRIAN WALKWAY SIGN	6.00	EA	$520.00	$3,120.00	6	$3,120.00		$0.00	$3,120.00		$3,120.00	100%	$0.00
	CONCRETE SIDEWALK AND DRIVEWAY, 6" THICK	85.77	SY	$120.00	$10,292.40	85.77	$10,292.40		$0.00	$10,292.40		$10,292.40	100%	$0.00
	PAVER RESET	13.00	EA	$45.00	$585.00	13	$585.00		$0.00	$585.00		$585.00	100%	$0.00
	"D" CURB	130.00	LF	$36.50	$4,745.00	130	$4,745.00		$0.00	$4,745.00		$4,745.00	100%	$0.00
	ROADWAY REMOVAL AND RESTORATION	300.00	SY	$68.00	$20,400.00	300	$20,400.00		$0.00	$20,400.00		$20,400.00	100%	$0.00
	CLOSED FLUME INLET TOPS	3.00	EA	$4,250.00	$12,750.00	3	$12,750.00		$0.00	$12,750.00		$12,750.00	100%	$0.00
	UNSUITABLE SOILS REMOVAL AND REPLACEMENT	25.00	CY	$91.00	$2,275.00		$0.00		$0.00	$0.00		$0.00	0%	$2,275.00
	7. Cash Allowance													
7.A	Dewatering	1	AL	$ 15,000.00	$15,000.00	1	$15,000.00		$0.00	$15,000.00		$15,000.00	100%	$0.00
7.B	Testing	1	AL	$ 5,000.00	$5,000.00	1	$5,000.00		$0.00	$5,000.00		$5,000.00	100%	$0.00
CO1	Cast in Place - Drainage Boxes	1	LS	$ 123,946.69	$123,946.69	1	$123,946.69		$0.00	$123,946.69		$123,946.69	100%	$0.00
CO2	10th Street Full Road Reconstruction	1	LS	$ 177,239.00	$177,239.00	1	$177,239.00		$0.00	$177,239.00		$177,239.00	100%	$0.00
CO3	10th Street Full Road Reconstruction - D Curb	581	LF	$ 36.50	$21,206.50	581	$21,206.50		$0.00	$21,206.50		$21,206.50	100%	$0.00
CO4	Sewer Lateral Deflections	13	EA	$ 2,685.00	$34,905.00	13	$34,905.00		$0.00	$34,905.00		$34,905.00	100%	$0.00
CO4	Closed Flume Inlets	9	EA	$ 4,250.00	$38,250.00	9	$38,250.00		$0.00	$38,250.00		$38,250.00	100%	$0.00
CO5	Additional Pavement Markings	1	LS	$ 2,343.00	$2,343.00	1	$2,343.00		$0.00	$2,343.00		$2,343.00	100%	$0.00
CO6	Pipe Credit	1	LS	$ (29,225.92)	-$29,225.92	1	-$29,225.92		$0.00	-$29,225.92		-$29,225.92	100%	$0.00
	Totals				$2,494,349.67		$2,290,403.07		$0.00	$2,290,403.07	$30,851.95	$2,321,255.02	93%	$173,094.65

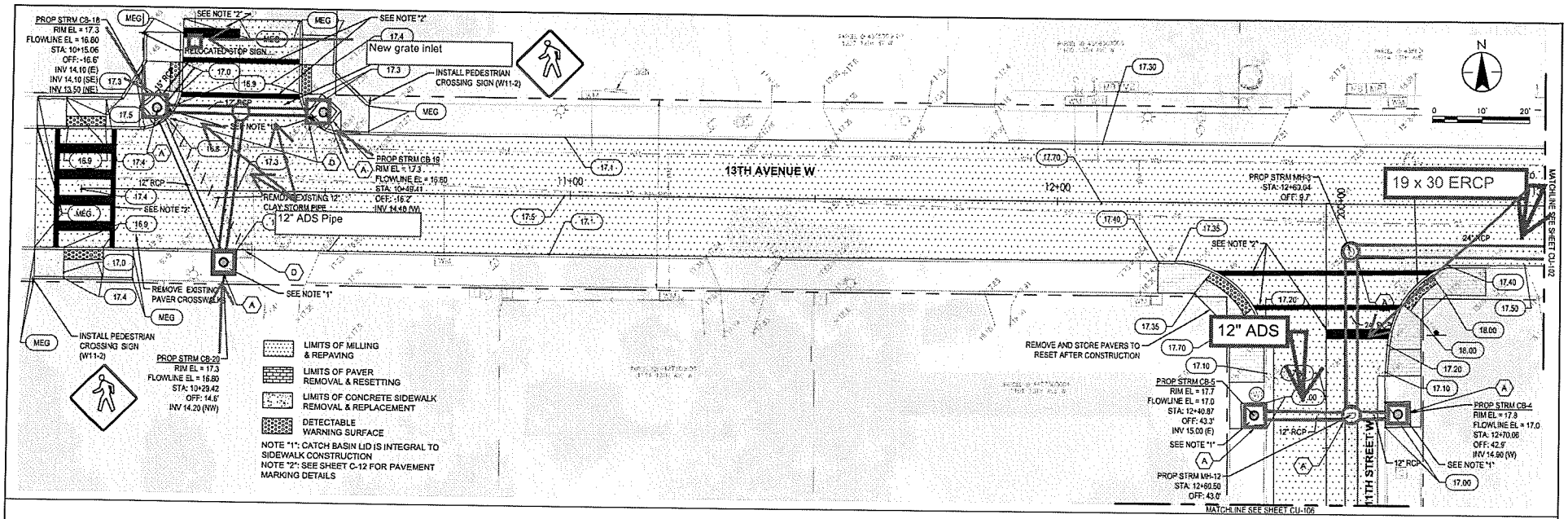
SECTION 00620

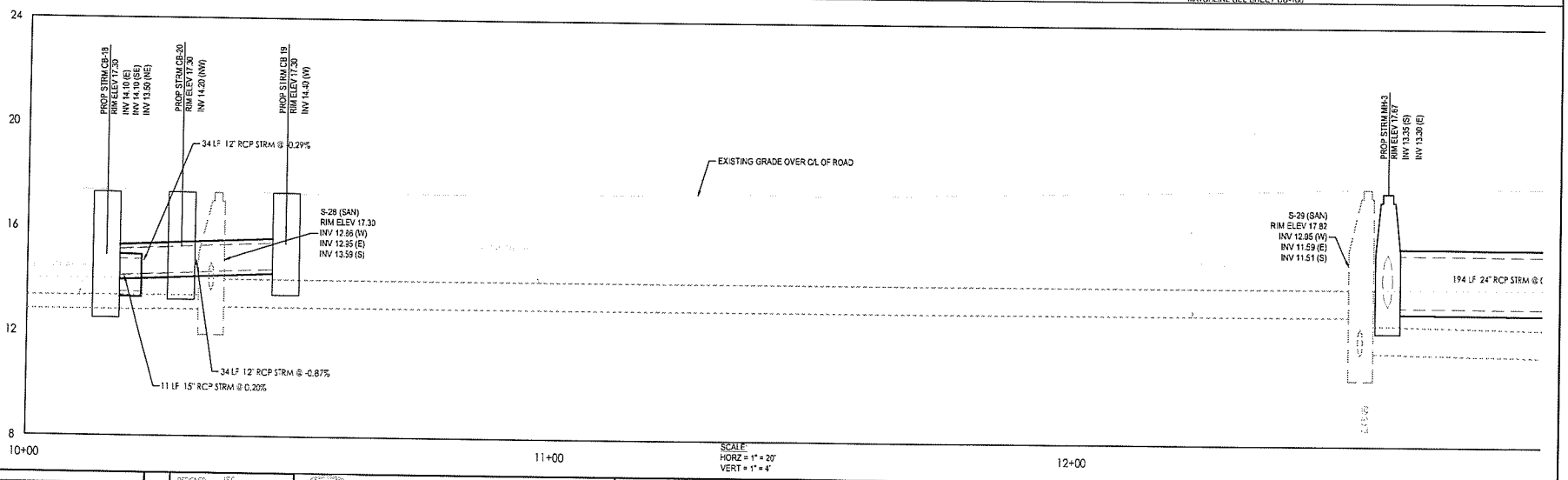
Stored Material Summary

Contractor's Application

For (Contract): Villiage of the Arts Drainage Improvements Project									Application Number: 009			
Application Period: 12.2.2023 - 12.29.2023									Application Date: 1.8.2024			
A		B	C		D		E		F			G
					Stored Previously				Incorporated in Work			
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)		Materials Remaining in Storage ($) (D + E - F)
2.H	2020111	Submittal 3	On Project Site	48x20 HP N12 DW Storm Sld PL Pipe	April-2023	$43,084.80		$43,084.80	May-23	$43,084.80		$0.00
	2020111	Submittal 3		Taxes	April-2023	$2,635.09		$2,635.09		$2,635.09		$0.00
4.C	374177306	Submittal 2	On Project Site	SGI-1	April-2023	$2,138.33		$2,138.33	Jun-23	$2,138.33		$0.00
4.C	374177306	Submittal 2	On Project Site	SGI-2	April-2023	$1,638.33		$1,638.33				$1,638.33
	374177306	Submittal 2		Taxes	April-2023	$264.36		$264.36	Jun-23	$264.36		$0.00
2.B	374177307	Submittal 2	On Project Site	JB-1 Sec 1	April-2023	$14,590.00		$14,590.00	Jun-23	$14,590.00		$0.00
4.H	374177307	Submittal 2	On Project Site	MH-8	April-2023	$1,560.00		$1,560.00	Jul-23	$1,560.00		$0.00
	374177307	Submittal 2		Taxes	April-2023	$980.73		$980.73	Jun-23	$980.73		$0.00
4.B	374177308	Submittal 2	On Project Site	CB-16	April-2023	$1,429.50		$1,429.50				$1,429.50
4.D	374177308	Submittal 2	On Project Site	JB-2	April-2023	$1,265.00		$1,265.00	Jun-23	$1,265.00		$0.00
4.H	374177308	Submittal 2	On Project Site	MH-15	April-2023	$1,560.00		$1,560.00				$1,560.00
4.H	374177308	Submittal 2	On Project Site	MH-9	April-2023	$1,260.00		$1,260.00	Jun-23	$1,260.00		$0.00
	374177308	Submittal 2		Taxes	April-2023	$330.87		$330.87	Jun-23	$330.87		$0.00
4.H	374177309	Submittal 2	On Project Site	MH-16	April-2023	$1,560.00		$1,560.00				$1,560.00
2.G	374177309	Submittal 2	On Project Site	MH-17	April-2023	$1,560.00		$1,560.00	May-23	$1,560.00		$0.00
2.C	374177309	Submittal 2	On Project Site	SGI-3	April-2023	$2,408.33		$2,408.33	Jun-23	$2,408.33		$0.00
2.E	374177309	Submittal 2	On Project Site	SWF-2	April-2023	$2,775.00		$2,775.00	Dec-23	$2,775.00		$0.00
	374177309	Submittal 2		Taxes	April-2023	$498.20		$498.20	Jun-23	$498.20		$0.00
4.H	374177310	Submittal 2	On Project Site	MH-9	April-2023	$300.00		$300.00	Jun-23	$300.00		$0.00
	374177310	Submittal 2		Taxes	April-2023	$18.00		$18.00	Jun-23	$18.00		$0.00
4.B	374177999	Submittal 2	On Project Site	CB-11	Jun-23	$1,399.50		$1,399.50	Sep-23	$1,399.50		$0.00
4.B	374177999	Submittal 2	On Project Site	CB-12	Jun-23	$1,399.50		$1,399.50	Oct-23	$1,399.50		$0.00
4.B	374177999	Submittal 2	On Project Site	CB-13	Jun-23	$1,399.50		$1,399.50	Oct-23	$1,399.50		$0.00
4.B	374177999	Submittal 2	On Project Site	CB-14	Jun-23	$1,399.50		$1,399.50	Oct-23	$1,399.50		$0.00
4.B	374177999	Submittal 2	On Project Site	CB-17	Jun-23	$1,399.50		$1,399.50				$1,399.50
4.B	374177999	Submittal 2	On Project Site	CB-18	Jun-23	$1,399.50		$1,399.50				$1,399.50
				Taxes	Jun-23	$503.82		$503.82	Jun-23	$503.82		$0.00
4.B	374178000	Submittal 2	On Project Site	CB-20	Jun-23	$1,399.50		$1,399.50				$1,399.50
4.H	374178000	Submittal 2	On Project Site	MH-13	Jun-23	$1,810.00		$1,810.00	Oct-23	$1,810.00		$0.00
4.H	374178000	Submittal 2	On Project Site	MH-4	Jun-23	$1,810.00		$1,810.00	Nov-23	$1,810.00		$0.00
4.H	374178000	Submittal 2	On Project Site	MH-5	Jun-23	$1,810.00		$1,810.00	Oct-23	$1,810.00		$0.00
4.H	374178000	Submittal 2	On Project Site	MH-7	Jun-23	$1,810.00		$1,810.00	Sep-23	$1,810.00		$0.00
				Taxes	Jun-23	$518.37		$518.37	Jun-23	$518.37		$0.00
4.B	374178001	Submittal 2	On Project Site	CB-3	Jun-23	$1,399.50		$1,399.50	Oct-23	$1,399.50		$0.00
4.B	374178001	Submittal 2	On Project Site	CB-4	Jun-23	$1,399.50		$1,399.50	Nov-23	$1,399.50		$0.00
4.B	374178001	Submittal 2	On Project Site	CB-5	Jun-23	$1,399.50		$1,399.50	Nov-23	$1,399.50		$0.00
4.B	374178001	Submittal 2	On Project Site	CB-6	Jun-23	$1,399.50		$1,399.50				$1,399.50
4.H	374178001	Submittal 2	On Project Site	MH-3	Jun-23	$1,551.00		$1,551.00	Nov-23	$1,551.00		$0.00
				Taxes	Jun-23	$428.94		$428.94	Jun-23	$428.94		$0.00
4.E	374178002	Submittal 2	On Project Site	CONFLICT-1	Jun-23	$4,796.00		$4,796.00				$4,796.00
4.E	374178002	Submittal 2	On Project Site	CONFLICT-2	Jun-23	$5,496.00		$5,496.00	Jul-23	$5,496.00		$0.00
2.B	374178002	Submittal 2	On Project Site	JB-1 Sec 1	Jun-23	$320.00		$320.00	Jun-23	$320.00		$0.00
2.E	374178002	Submittal 2	On Project Site	STR SWF-1	Jun-23	$1,915.00		$1,915.00	23-Dec	$1,915.00		$0.00
				Taxes	Jun-23	$751.62		$751.62	Jun-23	$751.62		$0.00
4.E	374178003	Submittal 2	On Project Site	CONFLICT-1	Jun-23	$700.00		$700.00				$700.00
				Taxes	Jun-23	$42.00		$42.00	Jun-23	$42.00		$0.00
4.M	164298-01	Submittal 3	On Project Site	19x30	May-23	$17,010.00		$17,010.00	Oct-23	$17,010.00		$0.00

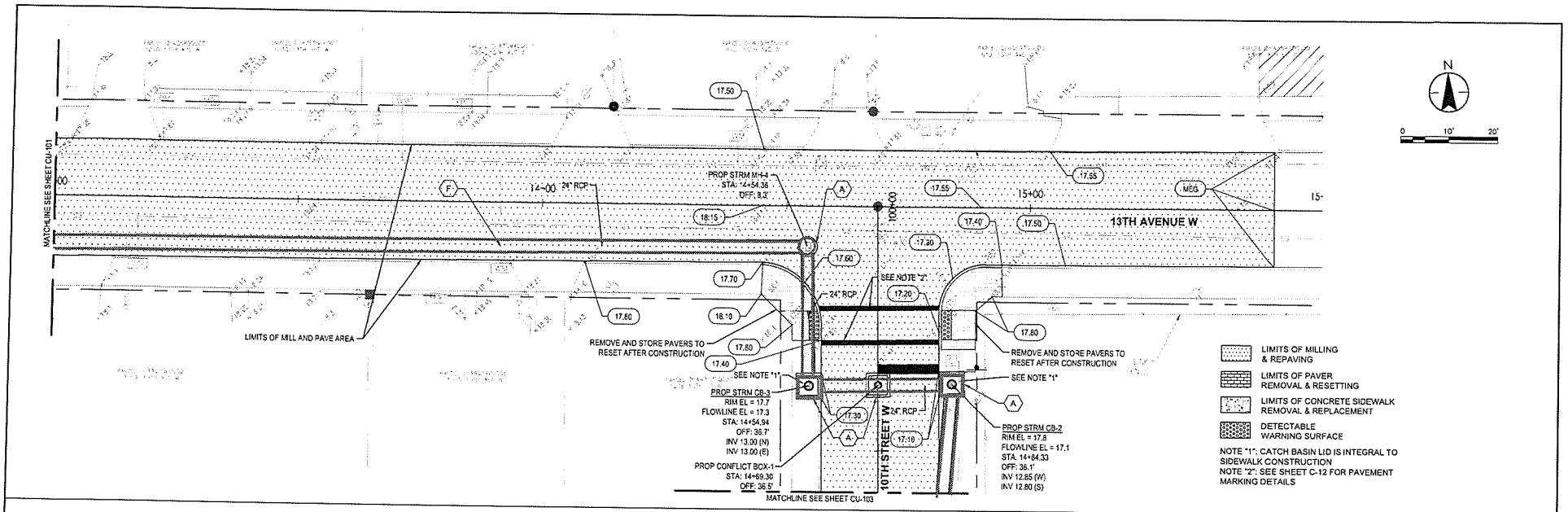
4.M	164298-02	Submittal 3	On Project Site	19x30	May-23	$16,960.00		$16,960.00	Oct-23	$16,960.00	$0.00
4.I	164298-03	Submittal 3	On Project Site	36"	May-23	$5,620.00		$5,620.00	Jun-23	$5,620.00	$0.00
4.M	164298-03	Submittal 3	On Project Site	19x30	May-23	$9,220.00		$9,220.00	Oct-23	$9,220.00	$0.00
4.I	164298-04	Submittal 3	On Project Site	36"	May-23	$1,040.00		$1,040.00	Jun-23	$1,040.00	$0.00
2.I	164298-04	Submittal 3	On Project Site	48"	May-23	$11,001.60		$11,001.60	Jun-23	$11,001.60	$0.00
4.I	164298-05	Submittal 3	On Project Site	36"	May-23	$12,126.00		$12,126.00	Jun-23	$12,126.00	$0.00
4.I	164298-06	Submittal 3	On Project Site	36"	May-23	$8,819.20		$8,819.20	Jun-23	$8,819.20	$0.00
4.I	164298-07	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jun-23	$12,126.40	$0.00
4.I	164298-08	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jun-23	$12,126.40	$0.00
4.I	164298-09	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jun-23	$12,126.40	$0.00
4.I	164298-10	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jul-23	$12,126.40	$0.00
4.I	164298-11	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jul-23	$12,126.40	$0.00
4.I	164298-12	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jul-23	$12,126.40	$0.00
4.I	164298-13	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jul-23	$12,126.40	$0.00
4.I	164298-14	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jul-23	$12,126.40	$0.00
4.I	164298-15	Submittal 3	On Project Site	36"	May-23	$12,126.40		$12,126.40	Jul-23	$12,126.40	$0.00
4.I	164298-16	Submittal 3	On Project Site	36"	May-23	$11,024.00		$11,024.00	Jul-23	$11,024.00	$0.00
4.J	164298-17	Submittal 3	On Project Site	24"	Jul-23	$11,090.96		$11,090.96	Jul-23	$11,090.96	$0.00
4.J	164298-18	Submittal 3	On Project Site	24"	Jul-23	$10,515.20		$10,515.20	Nov-23	$10,515.20	$0.00
4.J	164298-19	Submittal 3	On Project Site	24"	Jul-23	$10,515.20		$10,515.20		$10,515.20	$0.00
4.J	164298-20	Submittal 3	On Project Site	24"	Jul-23	$10,515.20		$10,515.20		$10,515.20	$0.00
4.J	164298-21	Submittal 3	On Project Site	24"	Jul-23	$10,515.20		$10,515.20		$10,515.20	$0.00
4.J	164298-22	Submittal 3	On Project Site	24"	Jul-23	$11,090.96		$11,090.96		$11,090.96	$0.00
4.J	164298-23	Submittal 3	On Project Site	24"	Jul-23	$10,097.04		$10,097.04		$10,097.04	$0.00
4.K	164298-23	Submittal 3	On Project Site	15"	Jul-23	$960.00		$960.00	Sep-23	$960.00	$0.00
4.K	164298-24	Submittal 3	On Project Site	15"	Jul-23	$10,431.40		$10,431.40	Oct-23	$10,431.40	$0.00
4.1	164298-25	Submittal 3	On Project Site	36"	Jul-23	$5,512.00		$5,512.00	Jul-23	$5,512.00	$0.00
2.A	22635	Submittal 4	On Project Site	Golden Harvest Weirs Assembly	Aug-23	$19,315.50		$19,315.50	Dec-23	$19,315.50	$0.00
2.E	374178336	Submittal 5	On Project Site	SWF-2	Jun-23	$1,113.00		$1,113.00	Nov-23	$1,113.00	$0.00
4.B	374178271	Submittal 2	On Project Site	Surcharge	Jun-23	$100.00		$100.00	Nov-23	$100.00	$0.00
4.B	374178271	Submittal 2	On Project Site	CB-15	Jun-23	$1,483.47		$14,837.47			$1,483.47
4.B	374178271	Submittal 2	On Project Site	CB-19	Jun-23	$1,483.47		$1,483.47			$1,483.47
4.B	374178271	Submittal 2	On Project Site	CB-2	Jun-23	$1,483.47		$1,483.47	Oct-23	$1,483.47	$0.00
4.B	374178271	Submittal 2	On Project Site	CB-8	Jun-23	$1,483.47		$1,483.47			$1,483.47
4.H	374178271	Submittal 2	On Project Site	MH-1	Jun-23	$1,483.47		$1,483.47			$1,483.47
4.H	374178271	Submittal 2	On Project Site	MH-10	Jun-23	$1,644.06		$1,644.06			$1,644.06
4.H	374178271	Submittal 2	On Project Site	MH-11	Jun-23	$1,644.06		$1,644.06			$1,644.06
4.H	374178271	Submittal 2	On Project Site	MH-14	Jun-23	$1,644.06		$1,644.06			$1,644.06
4.H	374178271	Submittal 2	On Project Site	MH-2	Jun-23	$1,644.06		$1,644.06			$1,644.06
4.C	374178271	Submittal 2	On Project Site	SGI-2	Jun-23	$1,060.00		$1,060.00			$1,060.00
2.E	374178271	Submittal 5	On Project Site	SWF-2	Jun-23	$233.20		$233.20	Nov-23	$233.20	$0.00
2.M	2020106	Submittal 3	On Project Site	48" Culvert Pipe Grate	Jul-23	$4,722.22		$4,722.22	Dec-23	$4,722.22	$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
				Totals			$0.00	$468,606.86		$424,400.91	$30,851.95

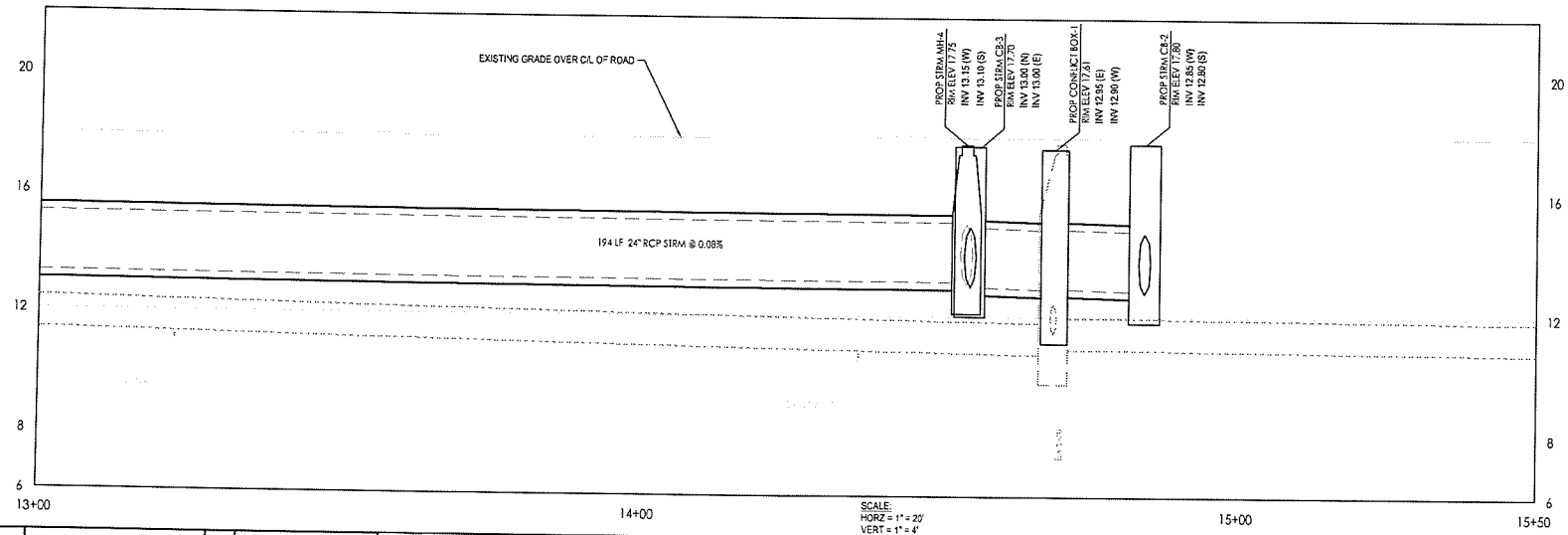




SCALE:
HORZ = 1" = 20'
VERT = 1" = 4'

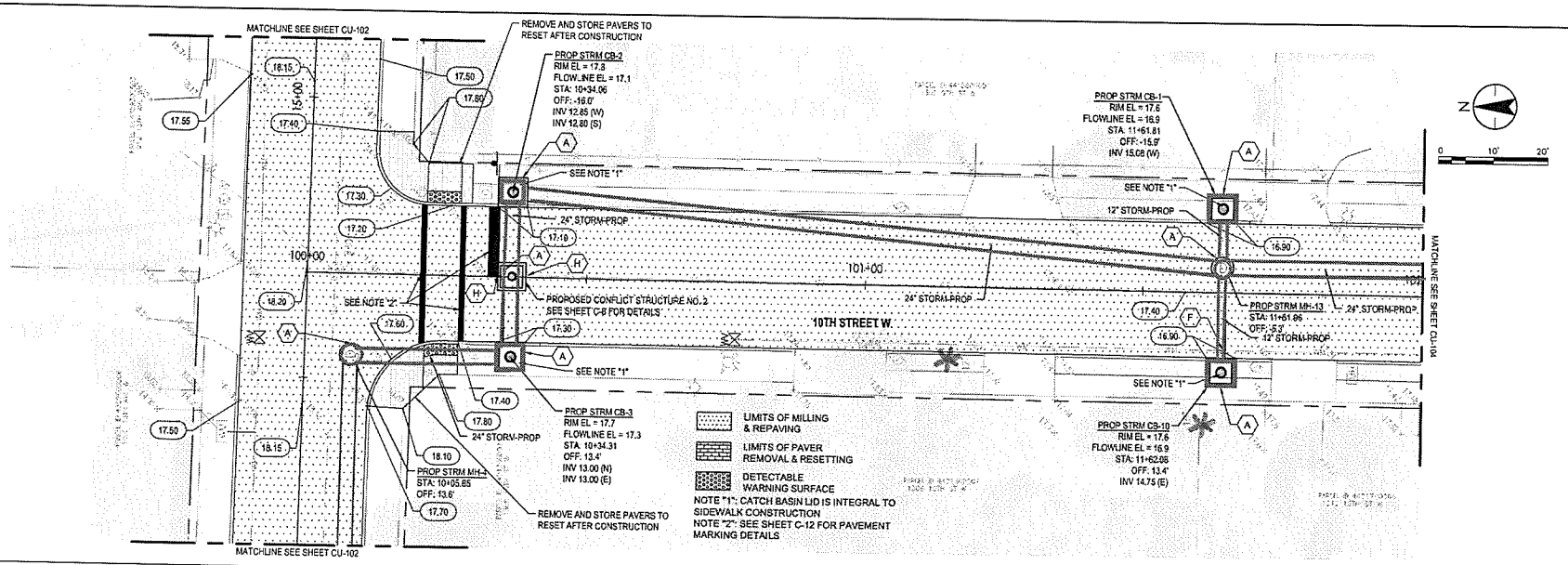
CALL BEFORE YOU DIG 72 HOURS NOTICE REQUIRED	DATE	REVISIONS	BY	DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 5320 Professional Parkway Sarasota, FL 34240-8414 Ph. (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	13TH AVE WEST PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #79330	DATE MAY, 2022 SCALE 1" = 20' PROJECT NO. DWG NO. CU-101

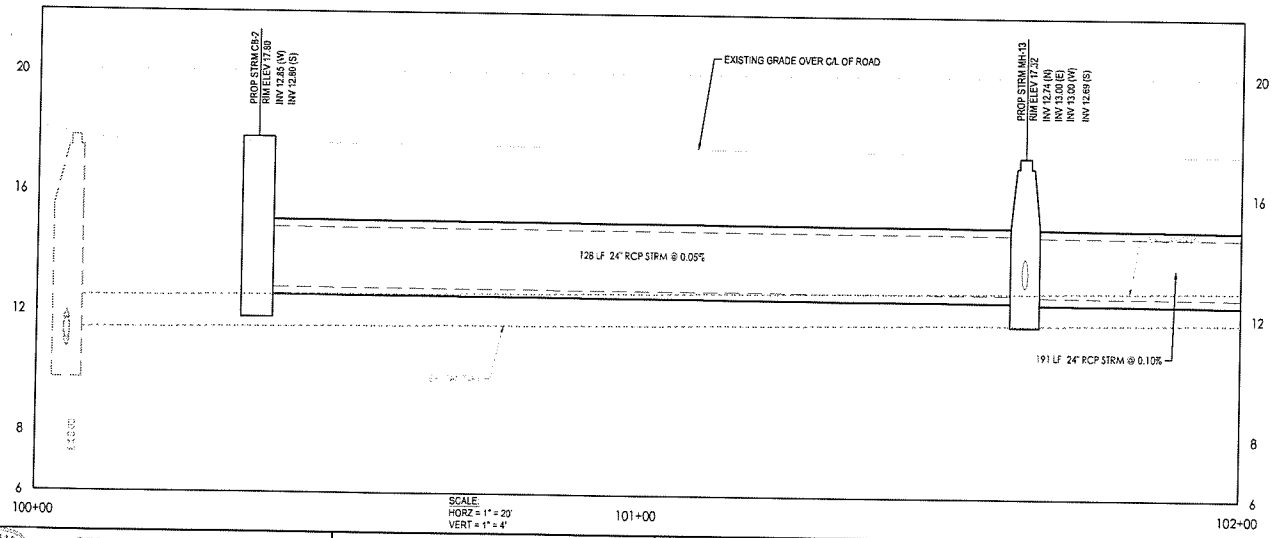




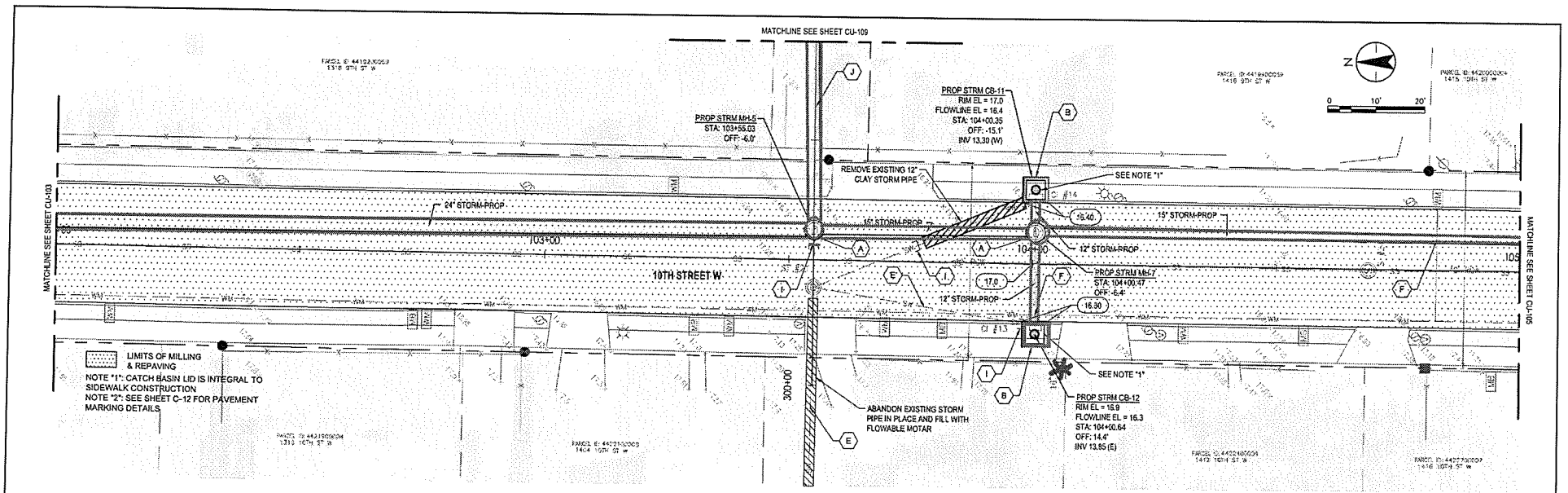
SCALE:
HORZ = 1" = 20'
VERT = 1" = 4'

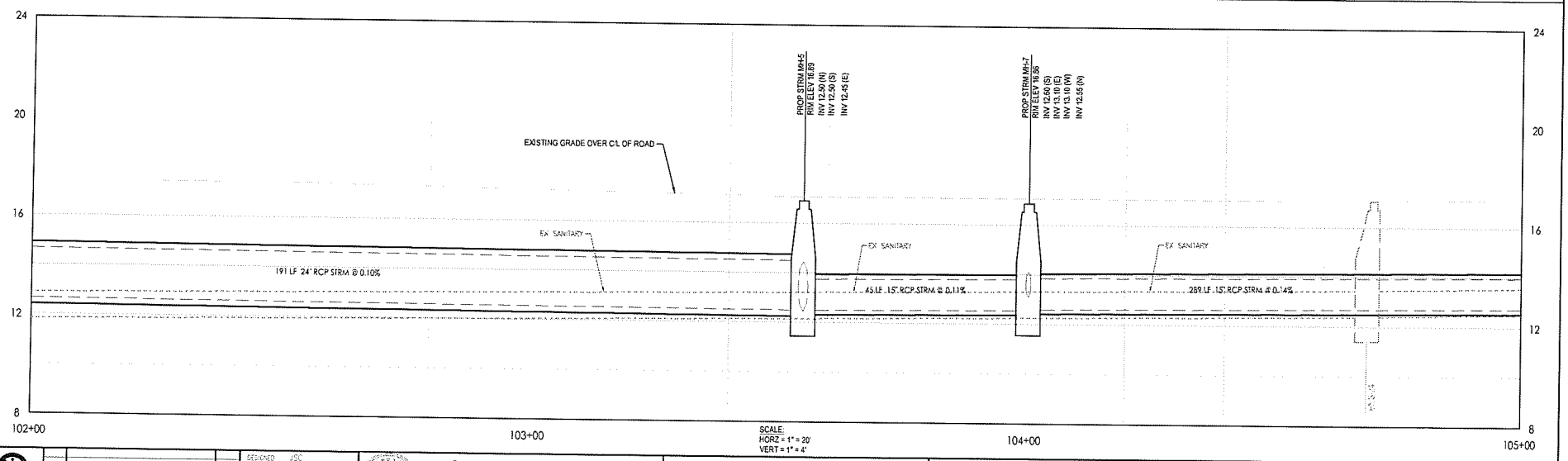
CALL BEFORE YOU DIG 72 HOURS NOTICE REQUIRED	DATE / REVISIONS / BY	DESIGNED JSC DRAWN MFL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 5200 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	13TH AVE WEST PLAN AND PROFILE	JORDAN S. CORBY, EE REG. PROF. ENGINEER #79350	DATE: MAY, 2022 SCALE: 1" = 20' PROJECT NO DWG NO: CU-102





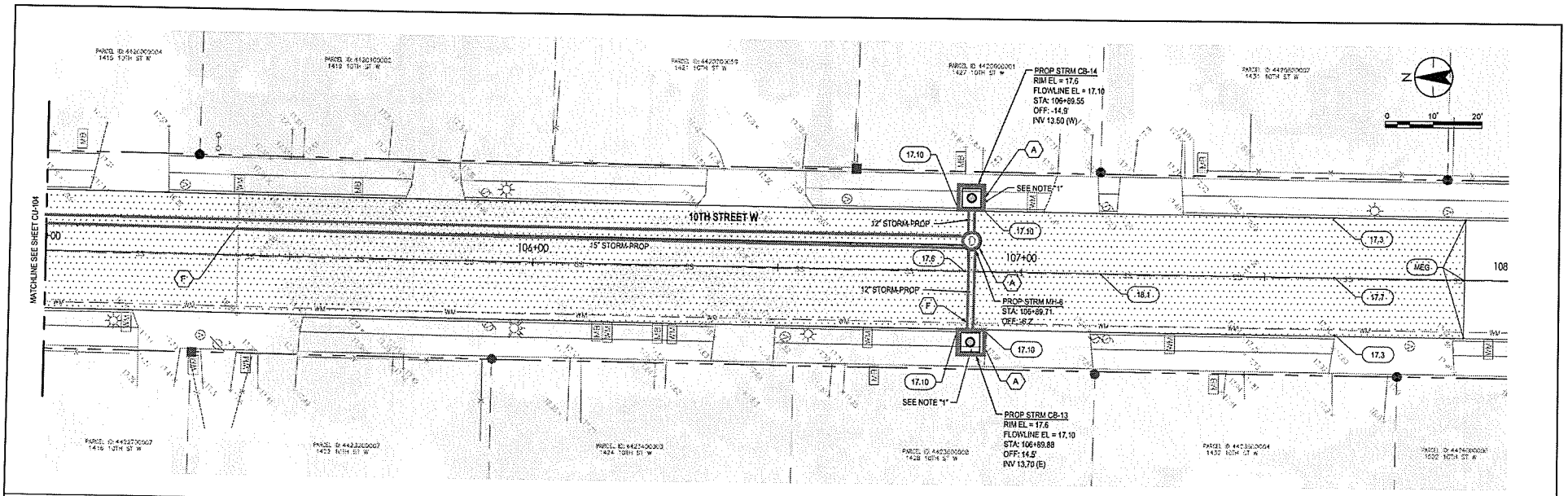
CALL BEFORE YOU DIG 811 72 HOURS NOTICE REQUIRED	DATE	REVISIONS	BY	DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 6920 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	10TH STREET WEST PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #79330	DATE MAY, 2022 SCALE 1" = 20' PROJECT NO. DWG NO CU-103

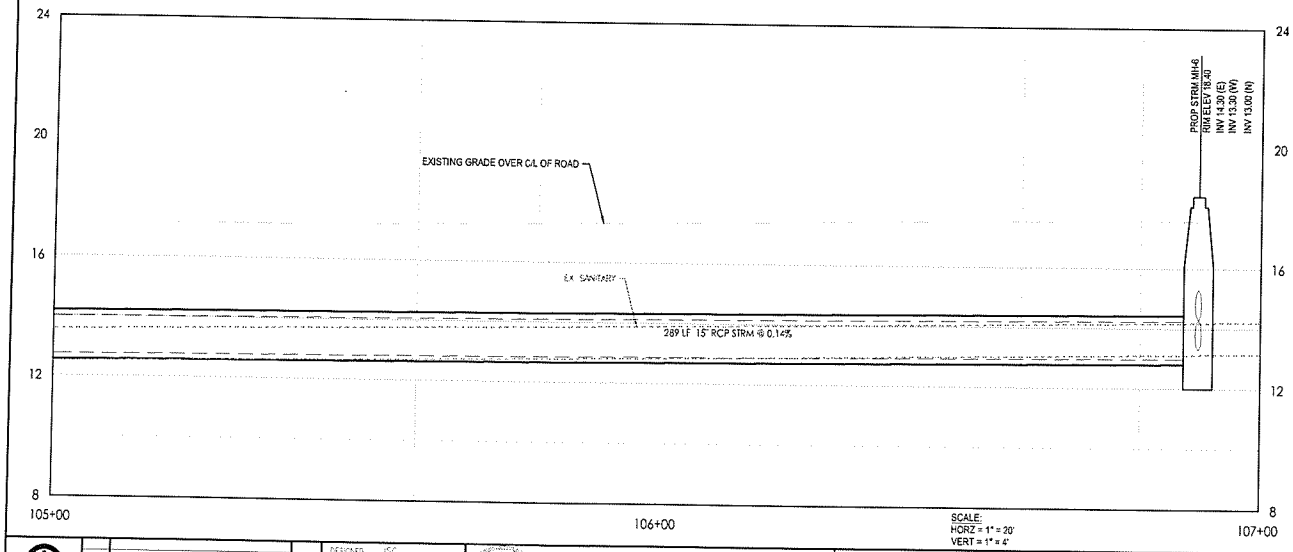




SCALE:
HORZ = 1" = 20'
VERT = 1" = 4'

CALL BEFORE YOU DIG 72 HOURS NOTICE REQUIRED	DATE / REVISIONS / BY	DESIGNED JSC DRAWN MEL CHECKED MW JORDAN COREY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 5923 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	10TH STREET WEST PLAN AND PROFILE	JORDAN S. COREY, PE REG. PROF. ENGINEER #79320	DATE: MAY, 2022 SCALE: 1" = 20' PROJECT NO DWG NO: CU-104



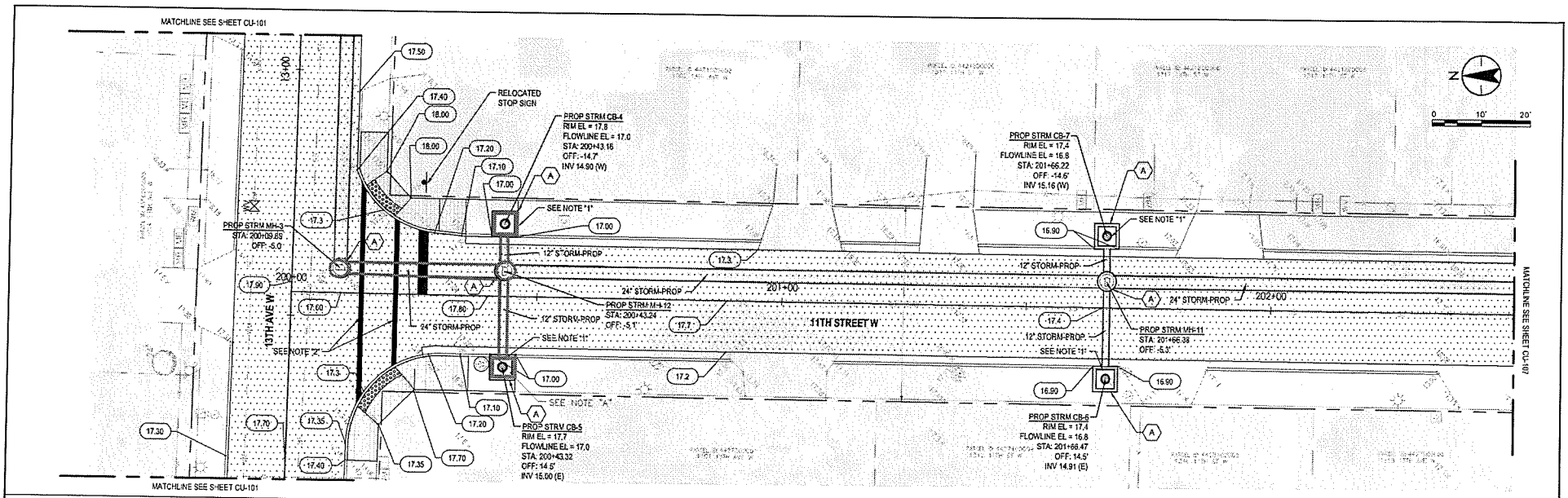


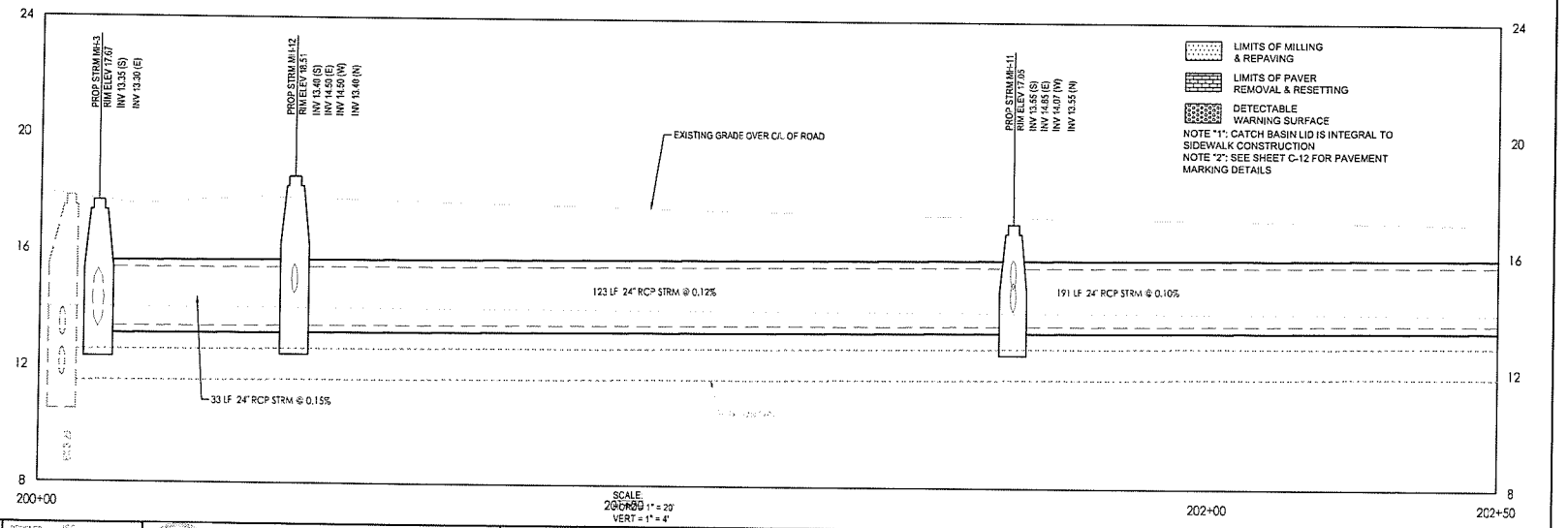
SCALE:
HORZ = 1" = 20'
VERT = 1" = 4'

LIMITS OF MILLING & REPAVING

NOTE "1": CATCH BASIN LID IS INTEGRAL TO SIDEWALK CONSTRUCTION
NOTE "2": SEE SHEET C-12 FOR PAVEMENT MARKING DETAILS

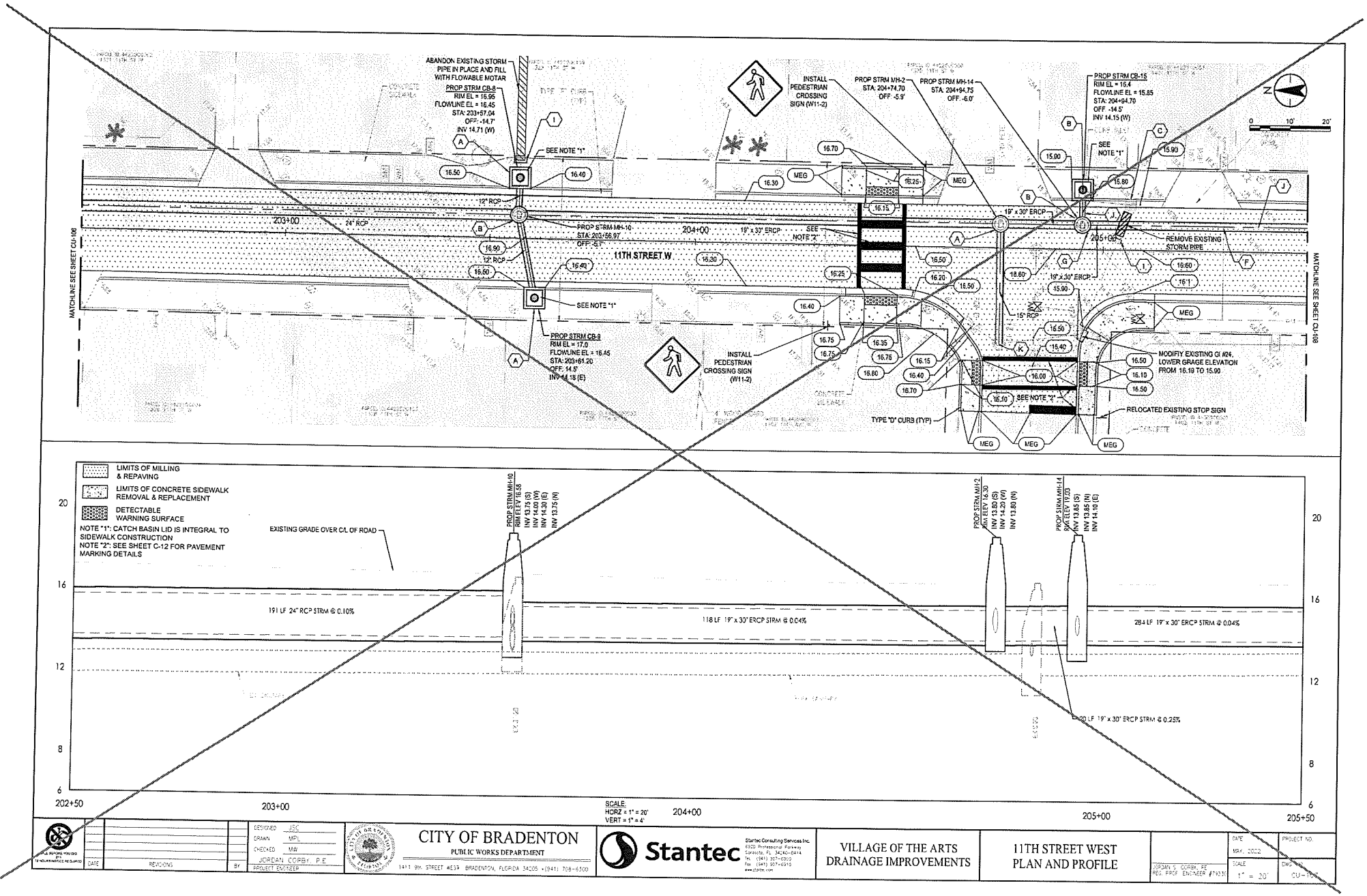
CALL BEFORE YOU DIG 811 72 HOURS NOTICE REQUIRED	DATE	REVISIONS	BY	DESIGNED JGC DRAWN MFL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 5900 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	10TH STREET WEST PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #79330	DATE MAY, 2022 SCALE 1" = 20' PROJECT NO DWG. NO CU-105



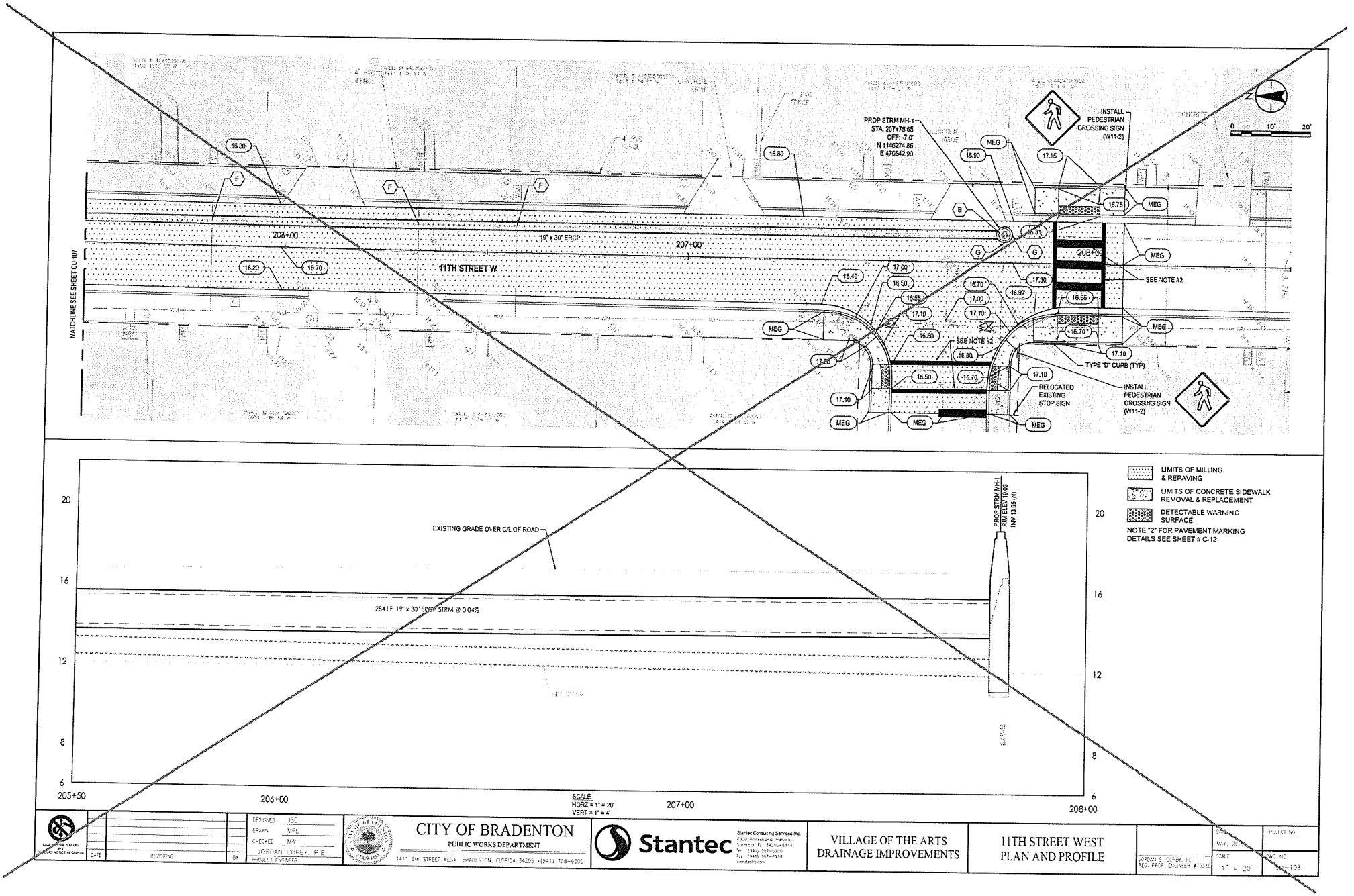


SCALE
HORZ 1" = 20'
VERT = 1" = 4'

CALL BEFORE YOU DIG 72 HOURS NOTICE REQUIRED	DATE	REVISIONS	BY	DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 5820 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	11TH STREET WEST PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #79370	DATE MAY, 2022 SCALE 1" = 20' PROJECT NO. DWG NO. CU-106



DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1413 9th STREET WEST · BRADENTON, FLORIDA 34205 · (941) 708-6500	Stantec Stantec Consulting Services Inc. 6920 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	11TH STREET WEST PLAN AND PROFILE	JORDAN S. CORBY, EE REG. PROF. ENGINEER #79370	DATE MAY, 2022 SCALE 1" = 20'	PROJECT NO. DWG NO. CU-107



DESIGNED JSC
DRAWN MFL
CHECKED MW
JORDAN CORBY, P.E.
PROJECT ENGINEER

DATE REVISION BY

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST, BRADENTON, FLORIDA 34205 (941) 708-6300

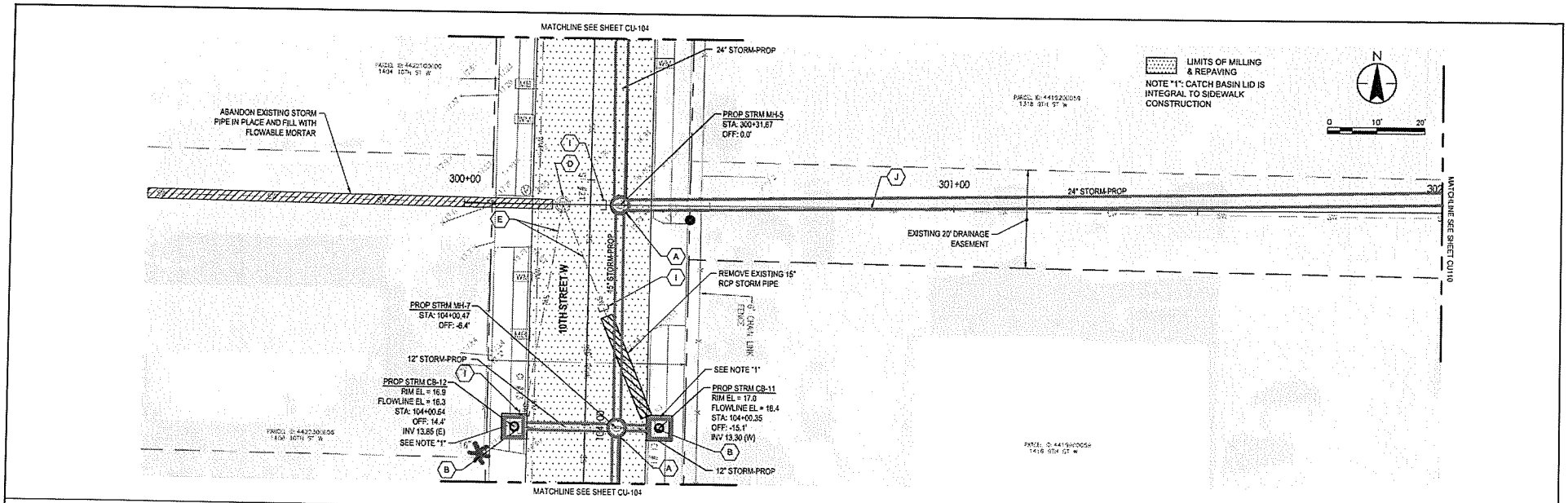
Stantec
Stantec Consulting Services Inc.
6320 Professional Parkway
Sarasota, FL 34240-8414
Tel (941) 907-6900
Fax (941) 907-6910
www.stantec.com

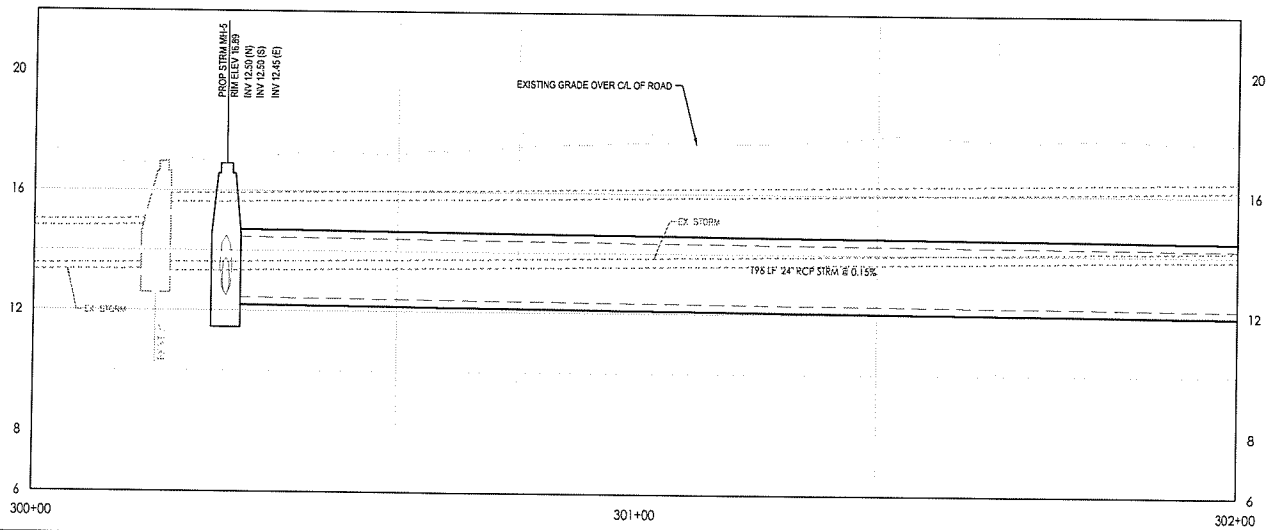
VILLAGE OF THE ARTS
DRAINAGE IMPROVEMENTS

11TH STREET WEST
PLAN AND PROFILE

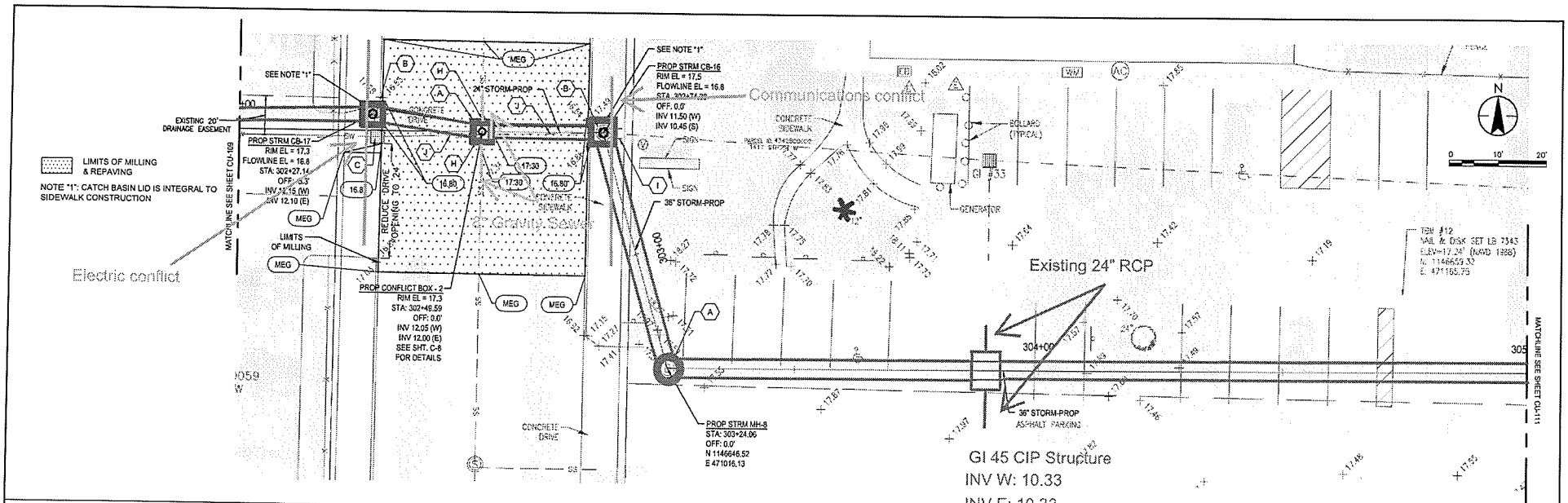
JORDAN S. CORBY, PE
REG. PROF. ENGINEER #79330

DATE MAY, 2020
SCALE 1" = 20'
PROJECT NO
DRG. NO C-108

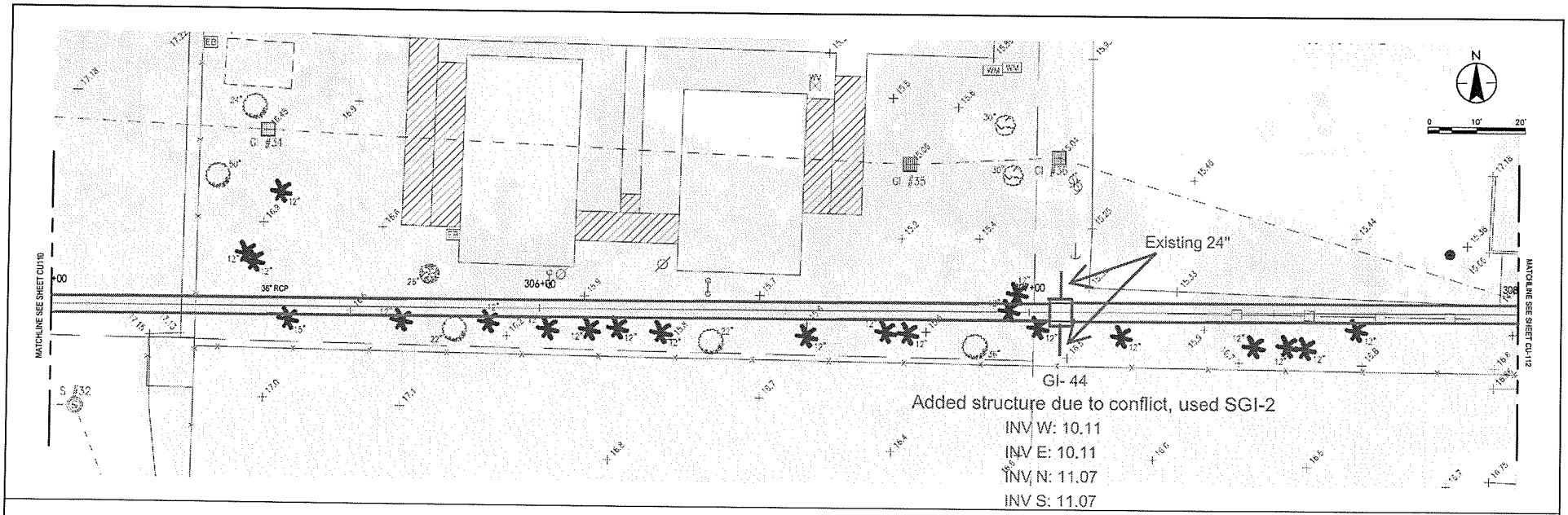


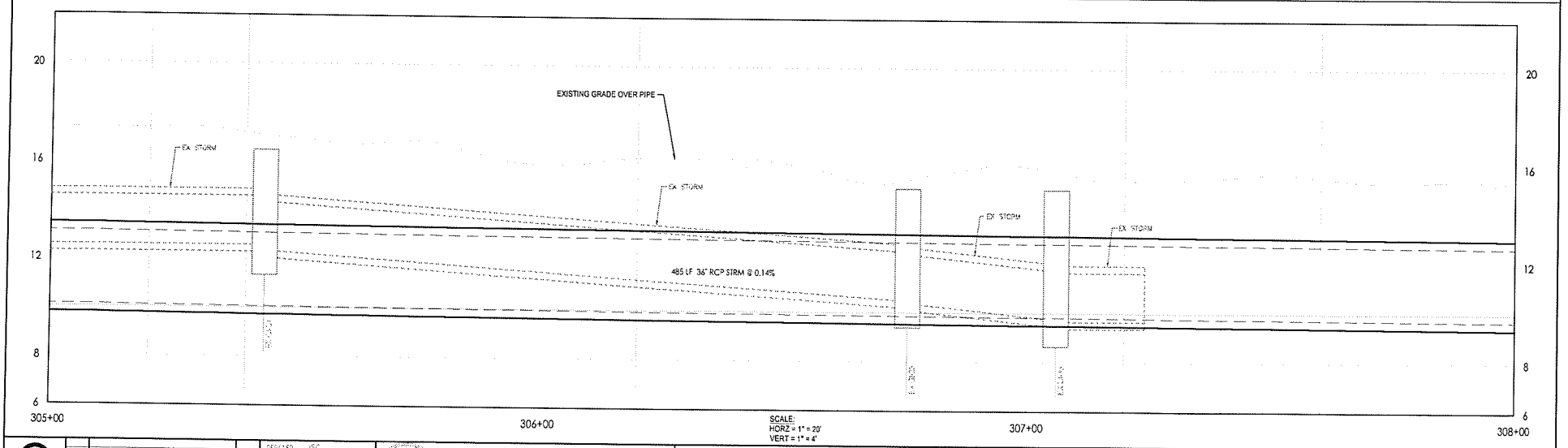


CALL BEFORE YOU DIG 811 72 HOURS NOTICE REQUIRED	DATE	REVISIONS	BY	DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1414 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 5923 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	PLAN AND PROFILE	JORDAN T. CORBY, PE REG PROF ENGINEER #79330	DATE MAY, 2022 SCALE 1" = 20'	PROJECT NO. DWG. NO. CU-109

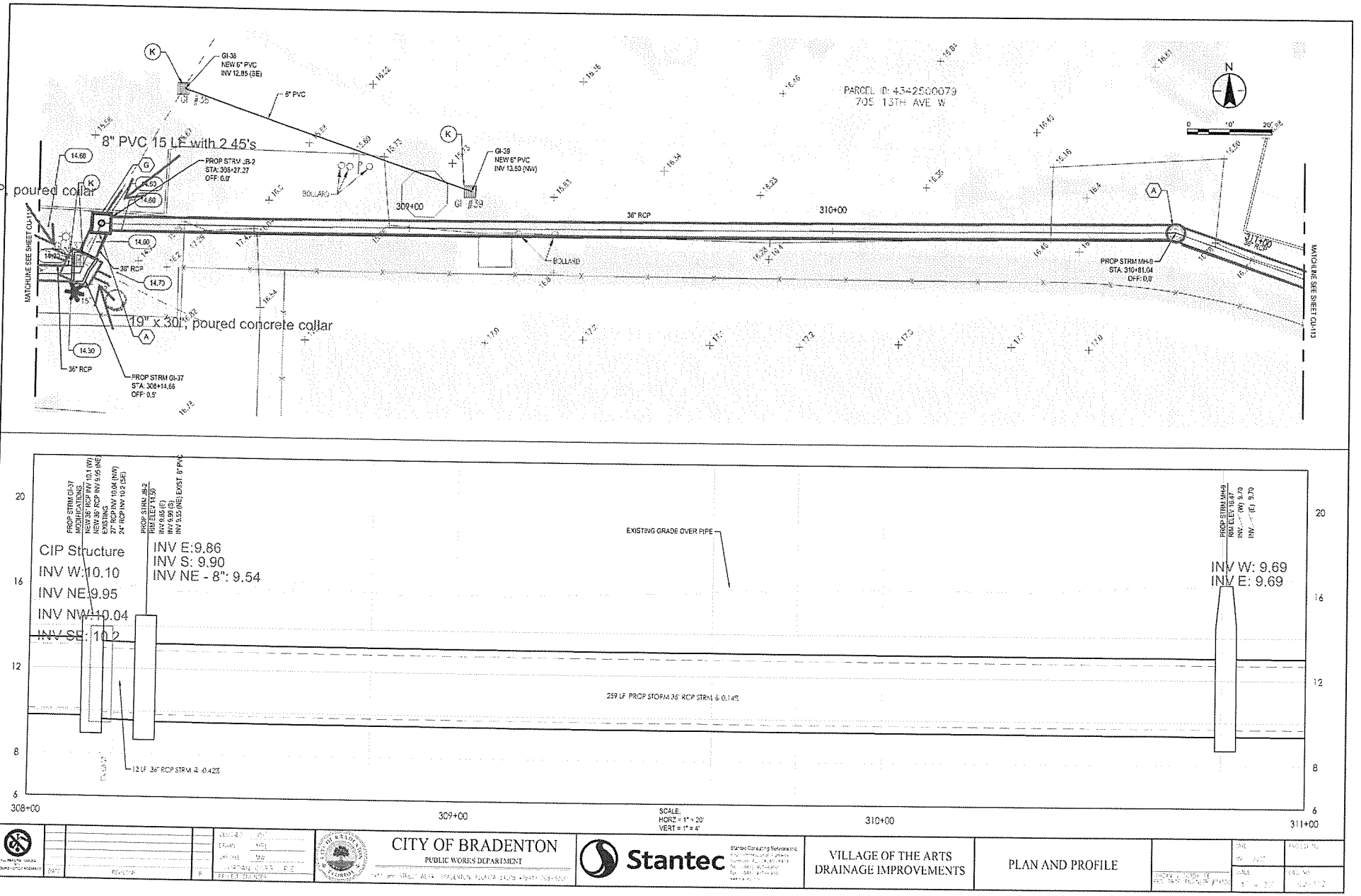


DESIGNED JSC	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. 6923 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #73330	DATE MAY, 2022	PROJECT NO
DRAWN MPL						SCALE 1" = 20'	DWG NO CU110
CHECKED MW							
JORDAN CORBY, P.E. PROJECT ENGINEER							
DATE REVISIONS BY							





CALL BEFORE YOU DIG 811 72 HOURS NOTICE REQUIRED	DATE / REVISIONS / BY	DESIGNED JSC DRAWN MFL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1413 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6760	Stantec Stantec Consulting Services Inc. 6723 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6913 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #79350	DATE: MAY, 2022 SCALE: 1" = 20' PROJECT NO DWG. NO: CU-111

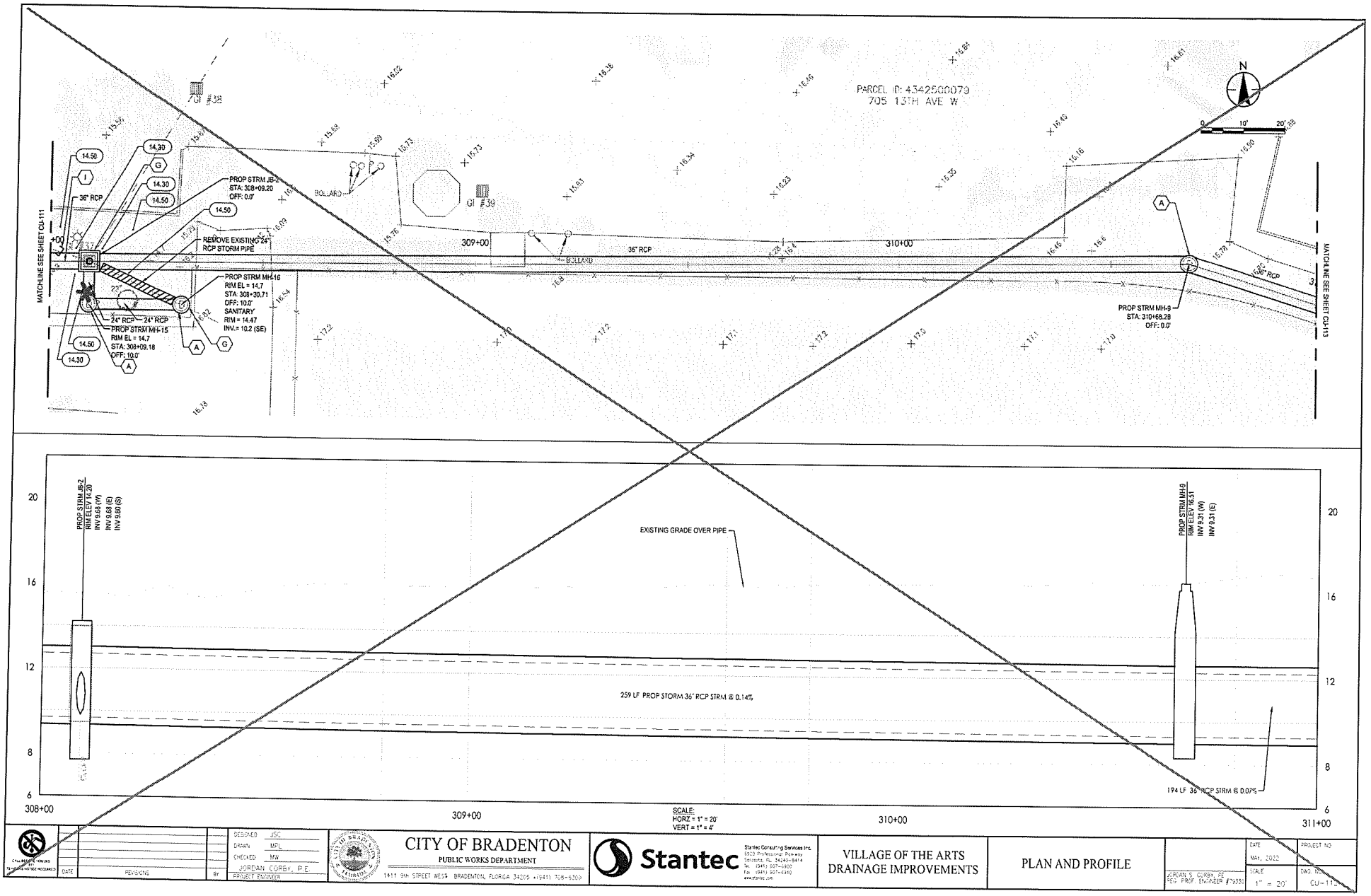


CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT

Stantec

VILLAGE OF THE ARTS
DRAINAGE IMPROVEMENTS

PLAN AND PROFILE



CALL BEFORE YOU DIG
TO AVOID NOTICE REQUIRED

DATE	REVISIONS	BY

DESIGNED JSC
DRAWN MPL
CHECKED MW
JORDAN COREY, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1111 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

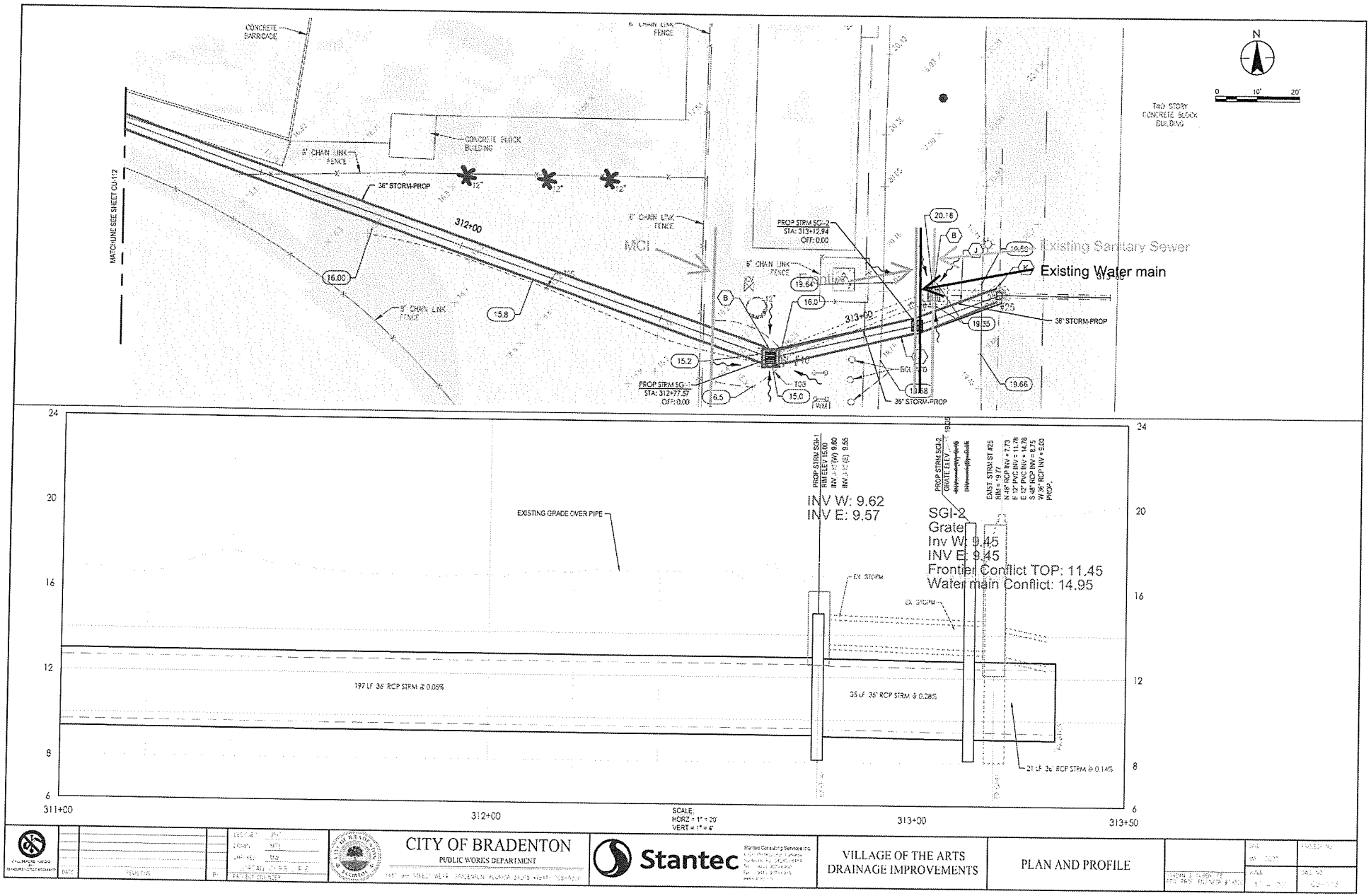
Stantec
Stantec Consulting Services Inc.
5923 Professional Pkwy
Sarasota, FL 34240-8414
Ph. (941) 907-6900
Fax (941) 907-6910
www.stantec.com

VILLAGE OF THE ARTS
DRAINAGE IMPROVEMENTS

PLAN AND PROFILE

JORDAN S. COREY, PE
REG. PROF. ENGINEER #79350

DATE: MAY, 2022
SCALE: 1" = 20'
PROJECT NO:
DWG. NO: CU-112

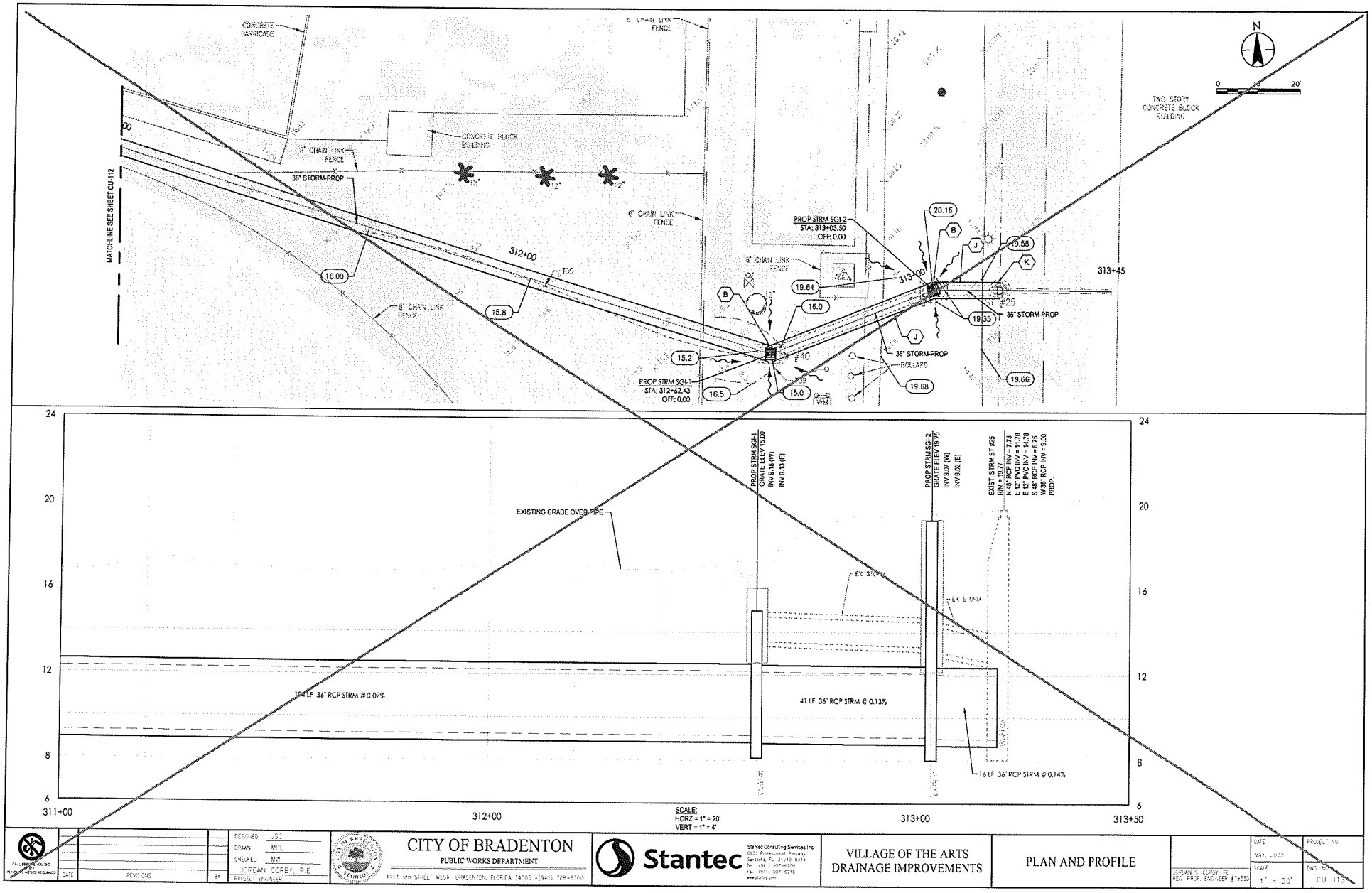


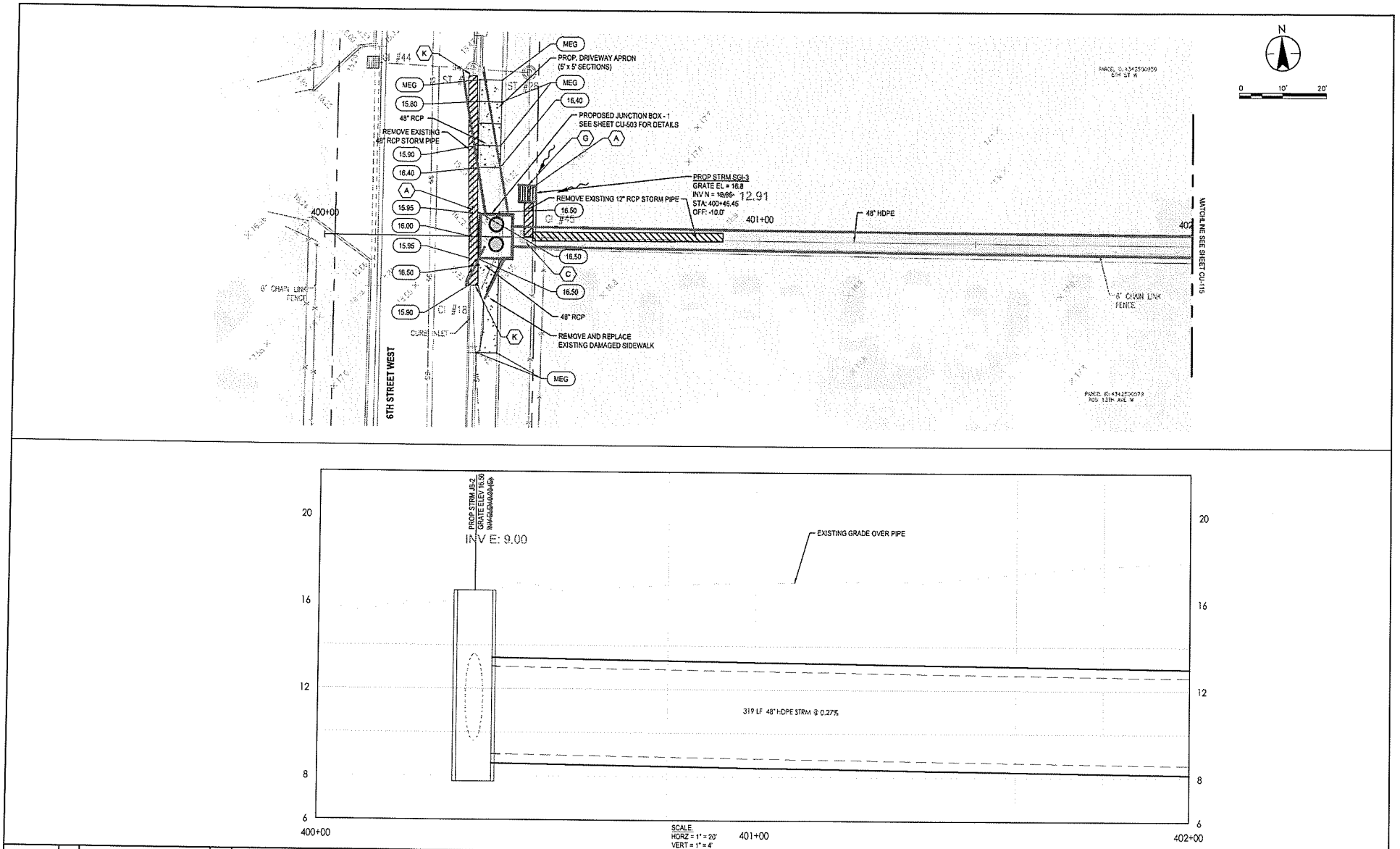
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT

Stantec

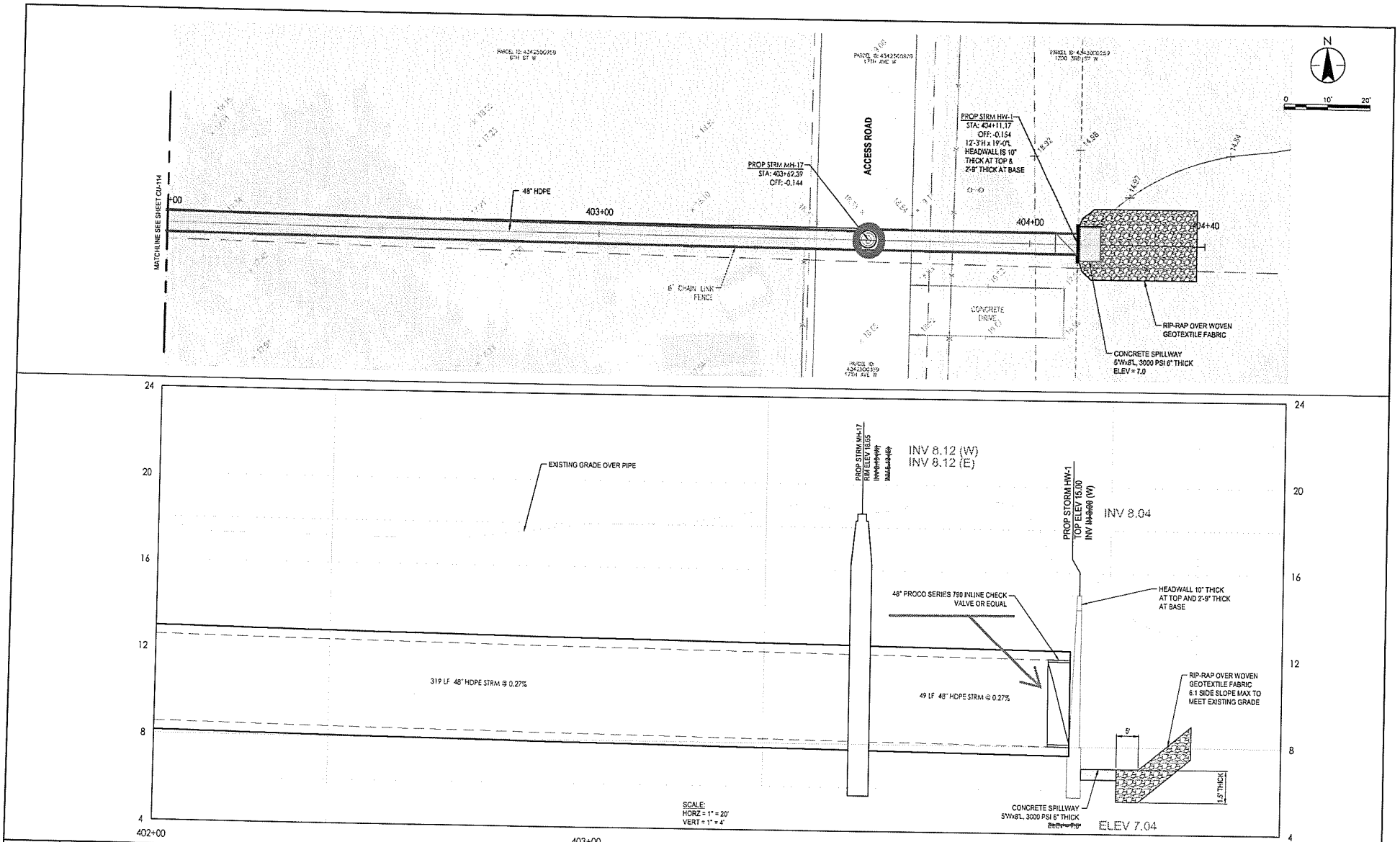
VILLAGE OF THE ARTS
DRAINAGE IMPROVEMENTS

PLAN AND PROFILE


CONCRETE BARRICADE
6' CHAIN LINK FENCE
CONCRETE BLOCK BUILDING
8' CHAIN LINK FENCE
36" STORM-PROP
MATCHLINE SEE SHEET CU-112
312+00
TOS
16.00
15.8
PROP STRM SGI-2
STA: 313+03.50
OFF: 0.00
20.16
19.58
19.64
16.0
19.35
313+00
313+45
TWO STORY CONCRETE BLOCK BUILDING
N
0
10'
20'
15.2
PROP STRM SGI-1
STA: 312+62.43
OFF: 0.00
16.5
15.0
19.66
19.68
BOLLARD
EXISTING GRADE OVER PIPE
PROP STRM SGI-1 GRATE ELEV 15.00 INV S 9.18 (W) INV S 9.13 (E)
PROP STRM SGI-2 GRATE ELEV 19.25 INV S 9.07 (W) INV S 9.02 (E)
EXIST. STRM ST #25 RIM = 19.77 N 48" RCP INV = 7.73 E 12" PVC INV = 11.78 E 12" PVC INV = 14.78 S 48" RCP INV = 8.35 W 36" RCP INV = 9.00 PROP.
EX. STORM
EX. STORM
104 LF 36" RCP STRM @ 0.07%
41 LF 36" RCP STRM @ 0.13%
16 LF 36" RCP STRM @ 0.14%
24
20
16
12
8
6
311+00
312+00
313+00
313+50
SCALE:
HORZ = 1" = 20'
VERT = 1" = 4'
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1651 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6200
Stantec
Stantec Consulting Services Inc.
VILLAGE OF THE ARTS
DRAINAGE IMPROVEMENTS
PLAN AND PROFILE
DESIGNED JSC
DRAWN MPL
CHECKED MW
JORDAN CORBY, P.E.
PROJECT ENGINEER
DATE
REVISIONS
BY
DATE
MAY, 2023
SCALE
1" = 20'
PROJECT NO
DWG. NO.
CU-113



CALL BEFORE YOU DIG 811 72 HOURS NOTICE REQUIRED	DATE	REVISIONS	BY	DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PRIVATE ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300	Stantec Stantec Consulting Services Inc. (813 Professional Parkway Sarasota FL 34240-9414 Tel (941) 907-1900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #79355	DATE MAY, 2022 SCALE 1" = 20' PROJECT NO DWG. NO CU-114



CALL BEFORE YOU DIG 811 72 HOURS NOTICE REQUIRED	DATE / REVISIONS / BY	DESIGNED JSC DRAWN MPL CHECKED MW JORDAN CORBY, P.E. PROJECT ENGINEER	CITY OF BRADENTON PUBLIC WORKS DEPARTMENT 1411 9th STREET WEST · BRADENTON, FLORIDA 34205 · (941) 708-6300	Stantec Stantec Consulting Services Inc. 6523 Professional Parkway Sarasota, FL 34240-8414 Tel (941) 907-6900 Fax (941) 907-6910 www.stantec.com	VILLAGE OF THE ARTS DRAINAGE IMPROVEMENTS	PLAN AND PROFILE	JORDAN S. CORBY, PE REG. PROF. ENGINEER #73320	DATE: MAY, 2022 SCALE: 1" = 20' PROJECT NO. DWG. NO.: CU-115

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Water Reclamation Facility (WRF) Disc Filter Installation Proposal

SUGGESTED ACTION: Council approval of the expenditure.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
As part of the improvements at the WRF, the City is installing a disc filter system to help manage increased wet weather flows and allow for maintenance on the existing denitrification deep bed filters. This work is to install the system.

FINANCIAL IMPACT:
In September 2024, Council approved the capital budget for the WRF, the installation of the disc filters is included in the approved budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the expenditure for the Water Reclamation Facility Disc Filter Installation.

ATTACHMENTS:
Proposal from Woodruff & Sons, Inc.

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Brian Norman
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	COB Wastewater Treatment Plant	**Bid Number:**	P24-060r1
Project Location:	Wastewater Plant	**Bid Date:**	2/7/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	F & I - Concrete For Pad	300.00	CF	$58.00	$17,400.00
2	F & I - 16" DR-18 DIP	100.00	LF	$696.32	$69,632.00
3	F & I - 4" PVC Backwash Line	200.00	LF	$75.95	$15,190.00
4	F & I - 2" PVC Conduit	100.00	LF	$255.47	$25,547.00
5	F & I - 30" X 30" X 16" Tee	1.00	EACH	$21,348.61	$21,348.61
6	F & I - 42" X 16" Tapping Sleeve & Valve	1.00	EACH	$38,516.43	$38,516.43
7	F & I - 16" Plug Valve	1.00	EACH	$15,387.21	$15,387.21
8	F & I - 16" 90 Bend	5.00	EACH	$3,900.90	$19,504.50
9	F & I - 16" 45 Bend	6.00	EACH	$3,617.37	$21,704.22
10	F & I - 16" X 1" Injection Quill	2.00	EACH	$9,272.83	$18,545.66
11	Final Clean-up & Restoration	1.00	LS	$23,616.77	$23,616.77

Total Bid Price: $286,392.40

Notes:

- ***This proposaal is for budget puposes only. All work will be invoiced on a time & material basis.***
- ***16" wet tap by owner.***
- ***City to provide survey, staking & asbuilts as needed.***
- ***Flanged Spool Piece & tie-in to Disc Filter Treatment system by others.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

Estimator: Rick Losiniecki
(941) 756-1871 rickl@woodruffandsons.com

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fifth Extension of Contract IFB 20-02RW with Wilhelm Brothers, Inc.

SUGGESTED ACTION: Approve extension for Mayor's signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a contract in response to IFB 20-02RW (the "Contract") on April 8th, 2020, whereby Contractor agreed to provide the City with landscaping services, through April 7th, 2025. However, the parties wish to extend the term of the Contract an additional sixty (60) days in order to prevent a lapse in service. The pricing schedule is hereby amended effective April 7th, 2025, for the sixty (60) day extension period.

FINANCIAL IMPACT:
Budgeted in contractual services.

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

SUGGESTED MOTION:
Motion to approve the fifth extension of Contract IFB 20-02RW with Wilhelm Brothers.

ATTACHMENTS:
Contract Extension with Wilhelm Brothers, Inc.

Fifth Contract Extension of IFB 20-02RW
between Wilhelm Brothers, Inc. and the City of Bradenton

This FIFTH CONTRACT EXTENSION of IFB 20-02RW (the "Extension"), is made this 12th day of February 2025, between the CITY OF BRADENTON (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and WILHELM BROTHERS, INC. (hereinafter, the "Contractor"), a Florida corporation with a principal office located at 5921 Porter Way, Sarasota, Florida 34232.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to IFB 20-02RW (the "Contract") on April 8th, 2020, whereby Contractor agreed to provide the City with landscaping services, as more specifically described in IFB 20-02RW; and

WHEREAS, the term of the Contract ends on April 7th, 2025; however, the parties desire to extend the term of the Contract for an additional sixty (60) days; and

WHEREAS, for the duration of the additional sixty (60) day term, the parties wish to adjust the pricing terms as detailed in the Pricing Schedule attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the parties desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREOFRE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the "WHEREAS" clauses are incorporated by reference and made a part of this Extension.

2. **Extension of the Term of the Contract**. The Contract is hereby extended to June 7th, 2025.

3. **Fees.** The pricing schedule is hereby amended in accordance with the attached Exhibit "A".

4. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

5. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same

instrument. A party's original signature on this Extension may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 12th day of February 2025.

V.P. , as
Wilhelm Brothers, Inc.

2/11/25
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones
Erin Jones, NIGP-CPP, CPPB
Purchasing Manager, City of Bradenton

2/11/2025
Date

5055679v1

20-02RW - FEE SCHEDULE

A FULL SERVICE SITES

Loc.#	DESCRIPTION	Service Type	Frequency	Quantity	Bid Price	New bid price (Effective 4.7.2025)
1	Annex Building & Central Yard	Full	April 1- Oct. 31 weekly /Nov. 1- March 31 2x month	41	$8,000.00	$8,480.00
2	Barcarrota Park	Full	April 1- Oct. 31 weekly /Nov. 1- March 31 2x month	41	$6,850.00	$7,261.00
3	City Center	Full	April 1- Oct. 31 weekly /Nov. 1- March 31 2x month	41	$9,500.00	$10,070.00
4	Riverwalk	Full	April 1- Oct. 31 weekly /Nov. 1- March 31 2x month	41	$50,000.00	$53,000.00
				Sub-Total Bid for Section A	**$74,350.00**	**$78,811.00**

B FULL SERVICE MEDIAN SITES

Loc.#	DESCRIPTION	Service Type	Frequency	Quantity	Bid Price	New bid price (Effective 4.7.2025)
~~1~~	~~Manatee Ave - medians (75th St W to Causeway)~~	~~Full~~	~~May 1-Sept.30 2x month/ Oct.1-April 30 1x month~~	~~17~~	~~$10,000.00~~	
~~2~~	~~Manatee Ave - medians~~	~~Full~~	~~May 1-Sept.30 2x month/ Oct.1-April 30 1x month~~	~~17~~	~~$5,000.00~~	
~~3~~	~~Manatee Ave - medians~~	~~Full~~	~~May 1-Sept.30 2x month/ Oct.1-April 30 1x month~~	~~17~~	~~$7,500.00~~	
4	Manatee Ave - medians	Full	May 1-Sept.30 2x month/ Oct.1-April 30 1x month	17	$10,000.00	$10,600.00
5	Manatee Ave - medians	Full	May 1-Sept.30 2x month/ Oct.1-April 30 1x month	17	$5,000.00	$5,300.00
				Sub-Total Bid for Section B	**$37,500.00**	**$15,900.00**

C GENERAL MOWING ONLY SITES

Loc.#	DESCRIPTION	Service Type	Frequency	Quantity	Bid Price	New bid price (Effective 4.7.2025)
1	Spanish Park Area/9th. Ave. W - ROW (64th. St. W to 63rd. St. W.)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,800.00	$1,908.00
2	2905 59th St. West - Adjacent to Fire Staion # 3	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,800.00	$1,908.00
3	Cordova Lakes - medians (36th Ave W and 59th St W) Includes south side ROW and North side ROW	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,000.00	$1,060.00
4	Lift Station - 5315 Cortez Rd West Behind Walmart and medians on 47th St West off Cortez Rd	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,000.00	$1,060.00
5	43rd St W-Eastside ROW (36th Ave West to Sandpointe Dr) Sandpointe Dr. West medians, 23rd Ave West median off 43rd St W	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$2,400.00	$2,544.00
6	Southern Parkway - medians and lot on NE side of 26th St W and Southern Parkway	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,680.00	$4,960.80
7	33rd Ave Dr/Southern Pkwy - roadside near ditch	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
8	37th St W - medians	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$3,600.00	$3,816.00
9	33rd St Ct W - medians (9th Ave W to Manatee Ave W)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
10	Lewis Park 3120 1st Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$8,500.00	$9,010.00
11	Park at Olde Westfield 2911 6th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,700.00	$4,982.00
12	28th St West Park 2718 13th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
13	8th Ave W - medians (26th St W to 20th St W)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,440.00	$1,526.40
14	25th St.West side R.O.W. between 26th Ave West and 30th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,000.00	$1,060.00
15	2100 Bock 12th Ave West Wares Creek Bridge and adjacent lot	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,800.00	$1,908.00
16	17th Ave West Park 1801 17th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$2,700.00	$2,862.00

17	John & Rebecca Neal Park 1740 Ballard Park Dr, 9th Ave W. East Bridge ROW, Virginia Dr. W. East ROW (Bridge to North side of Manatee Ave), North ROW (18th St to Shuffleboard) City lots 1723, 1720, 1709, 1630 8th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,500.00	$4,770.00
18	Ballard Park & Shuffle Court and fencd property behind 7-11 (14th St W and 7th Ave W)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
19	Police SubStation 1404 14th St West and City lot 1424 14th St West and City lots east side of 14th St. West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$3,700.00	$3,922.00
20	MLK Blvd Medians & Full ROW's (9th St W to 1st St W) Major Adam's Cemetery & LOT (2nd St W & MLK Blvd)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$12,000.00	$12,720.00
21	600 Block 8th Ave West Water Retention site	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
22	Dr. Martin Luther King Jr. Park 509 9th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
23	Sanitation Yard & Parking Lots (6th St W)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$3,600.00	$3,816.00
24	Kendall Ridge- South side of 23rd Ave W (5th St W to 1st St West) and East side ROW 5th St W (23rd Ave W to 26th Ave W)	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,500.00	$4,770.00
25	Waste Water Treatmment Plant 1810 1st St West and adjacent west lot	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,700.00	$4,982.00
26	201 13th Ave West City Lot	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$3,000.00	$3,180.00
27	Love Park 112 11th Ave West	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
28	702 2nd St West Water Tower and Electrical Park and adjacent lots	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$6,100.00	$6,466.00
29	Martin Luther King Jr. Blvd from 1st St West to 9th St East medians and ROWs	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,700.00	$4,982.00
30	13th Ave East from 1st St East to 9th St East ROWs	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$3,600.00	$3,816.00
31	1013 6th St East Police Department-Community Work Station	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
32	2040 9th St East Water Tower west of Tropicana	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
33	Riverside Dr. East from 2nd St East to 12th St East. Includes retention pond at 208 10th St. East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$4,700.00	$4,982.00
34	1308 2nd Ave East Indian Springs Park and lot on Manatee river 102 14th St East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$9,600.00	$10,176.00
35	Riverside Dr. East from 18th St NE to Chauncey Ave	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$12,000.00	$12,720.00
36	2555 2nd Ave East Lift Station #3	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
37	Manatee Burying Ground and adjacent sites	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$2,400.00	$2,544.00
38	519 18th St. East City lot	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
39	1915 8th Ave. East Water Tower	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
40	19th St Ct East ROW East side between 10th Ave East and 11th Ave East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
41	1412 10th Ave. East Retention pond	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
42	Kingston Estates medians and ROWs, and Lift Station 18 off 15th St East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,500.00	$1,590.00
43	1591 19th St Ct East Lift Station #47 Citrus Meadow Apts.	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
44	Mixon's Reclaim tank 2105 27th St East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
45	27th. St. E - East R.O.W.	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$2,400.00	$2,544.00
46	27th St East Lift Station 602 27th St East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
47	Water Tank off 48th St. Ct. E 4851 San Ortebello Dr	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
48	Braden River Lakes Subdivision (Pond) Adjacent to 706 45th St East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$1,200.00	$1,272.00
49	Braden River Lakes Subdivision (Lift Station) Adjacent to 4607 9th Ave East	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$750.00	$795.00
50	Water Treatment Plant off of SR 70 (At end of 5855 Natalie Way) Weekly/Monthly see map	General	April 1- Sept. 30 weekly/ Oct.1- March 31 2x month	39	$32,800.00	$34,768.00
			Sub-Total Bid for Section C		**$170,820.00**	**$181,069.20**

TOTAL BID PRICE	**$282,670.00**	**$275,780.20**

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Extension of PB-23-030NT with the Toro Company

SUGGESTED ACTION: Approve extension for the Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a contract in response to PB 23-030NT (the "Contract") on December 13th, 2023, whereby Contractor agreed to provide the City with the opportunity to buy grounds maintenance equipment, attachments and accessories with related services, as more specifically described in PB 23-030NT.

FINANCIAL IMPACT:
Included in the budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and Edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the first extension of PB-23-030NT with the Toro Company.

ATTACHMENTS:
First Contract Extension with the Toro Company

First Contract Extension of PB 23-030NT
between the Toro Company and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB 23-030NT (the "Extension"), is made this 26th day of February 2025, between the CITY OF BRADENTON (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and THE TORO COMPANY (hereinafter, the "Contractor"), a foreign profit corporation with a principal office located at 8111 Lyndale Avenue South, Bloomington, Minnesota 55420.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to PB 23-030NT (the "Contract") on December 13th, 2023, whereby Contractor agreed to provide the City with the opportunity to buy grounds maintenance equipment, attachments and accessories with related services, as more specifically described in PB 23-030NT; and

WHEREAS, the initial term of the Contract expires on April 30, 2025, and the Contract provides the parties with the option to renew for one (1) additional one (1) year period;

WHEREAS, the parties wish to renew the Contract for an additional one (1) year period

WHEREAS, the parties desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREOFRE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the "WHEREAS" clauses are incorporated by reference and made a part of this Extension.

2. **Extension of the Term of the Contract**. The Contract is hereby extended to April 30th, 2026.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Extension may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 26th day of February 2025.

Brooke Carey, as Contracts Manager — 02/17/2025

Brooke Carey, as Contracts Manager — Date

The Toro Company

Gene Brown — Date

Mayor, City of Bradenton

Erin Jones — 2/19/2025

Erin Jones, CPPB, NIGP-CPP — Date

Purchasing Manager, City of Bradenton

5066716v1

Docusign Envelope ID: CCBA277F-A8D7-4E60-9BBA-FA50BA30EB92

CONTRACT EXTENSION

Contract Number: 031121-TTC

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Toro 8111 Lyndale Ave S Bloomington, Minnesota 55420-1136 (Vendor)

have entered into Contract Number: 031121-TTC
for the procurement of: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

The Contract has an expiration date of 2025-04-30 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-04-30 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489... Authorized Signature	Signed by: Edric C. Funk 736488395928A49D... Authorized Signature
Jeremy Schwartz Name	Edric Funk Name
Chief Operating and Procurement Officer Title	Group Vice President Title
12/16/2024 | 9:15 AM CST Date	12/16/2024 | 9:37 AM CST Date

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Master Services Agreement with Bank of America for Credit Card Processing Services

SUGGESTED ACTION: Approval for the Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is entering into a Participants Agreement off of Central Florida Expressway Authority's Master Service Agreement with Bank of American for credit card processing services.

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

SUGGESTED MOTION:
Motion to approve the Master Service Agreement with Bank of America for credit card processing services.

ATTACHMENTS:

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	February 26, 2025
SUBMITTED BY:	Jamie Schindewolf, Planning & Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS
SUBJECT:	**Quasi-Judicial:** RESOLUTION 25-25 - PUBLIC HEARING
SUGGESTED ACTION:	Resolution 25-25, Case PLN-SUP-25-0001. Planning Commission heard the case on February 19, 2025 and voted 4-0 to recommend approval.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant is seeking approval of a Special Use Permit for a Medical Clinic for property located at 509 9th Street West, also identified as Parcel Number 3226700159. The subject property where the building is located is zoned T-5 (Urban Center), with a future land use of UV (Urban Village). The property is approximately 0.65 acres.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:

Motion to either approve or deny Resolution 25-25.

ATTACHMENTS:
Resolution 25-25
Application
Staff Report
Presentation

RESOLUTION 25-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. PLN-SUP-25-0001 TO OPERATE A MEDICAL CLINIC IN THE T5 (URBAN CENTER) ZONING DISTRICT FOR PROPERTY LOCATED AT 509 9TH STREET EAST, BRADENTON, FL (PARCEL ID 3226700159), AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chris McKenna, representative of Manatee Central, LLC (the "Property Owner" or "Applicant"), own the property located at 509 9th Street East, Bradenton, FL (Parcel ID 3226700159), as more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Village (UV); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under Urban Center (T5) zoning district; and

WHEREAS, the City of Bradenton Form Based Code Table 4.7 identifies uses in the T-5 zoning district; and

WHEREAS, the City of Bradenton Form Based Code Table 4.7 identifies Medical Clinics as a Special Use in the T-5 zoning district; and

WHEREAS, the Property Owner, submitted an application for a Special Use Permit to operate a Medical Clinic (Medical Office); and

WHEREAS, the Planning Commission held a noticed public hearing on February 19, 2025 at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on February 26, 2025 at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner is requesting approval of a Special Use Permit to operate a Medical Clinic within the existing building on the Property, as generally shown on the Conceptual Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission, which is designated as the local planning agency, determined that the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

e. The Planning Commission recommended approval.

f. The proposed use meets Section 3.3.2 of the Land Use Regulations, as further described below.

1. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
2. Access points are provided on two frontages and located so as to best suit the use and property.
3. All buildings are located an adequate distance from property lines and streets.
4. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
5. Adequate ingress and egress to property and proposed structures, with particular regard for automobiles and pedestrian safety and convenience, and emergency access, are provided.
6. Off-street parking and loading areas are appropriately located and designed. There will be no smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
7. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
8. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
9. Sufficient screening is provided to protect surrounding properties from view of the premises and internal noises from the use.
10. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
11. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
12. The land and/or building which are to be used are adequate.
13. The use is generally compatible with adjacent properties and other properties in the district, including the proposed hours of operation.
14. The proposed use will not adversely affect the environmental quality of the district.
15. The proposed use is consistent with the City's Comprehensive Plan.

Section 2.Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a Medical Clinic use within the existing building on the Property, as generally shown on the conceptual Site Plan attached hereto as Exhibit "B".

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to

obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 26TH DAY OF FEBRUARY, 2025.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

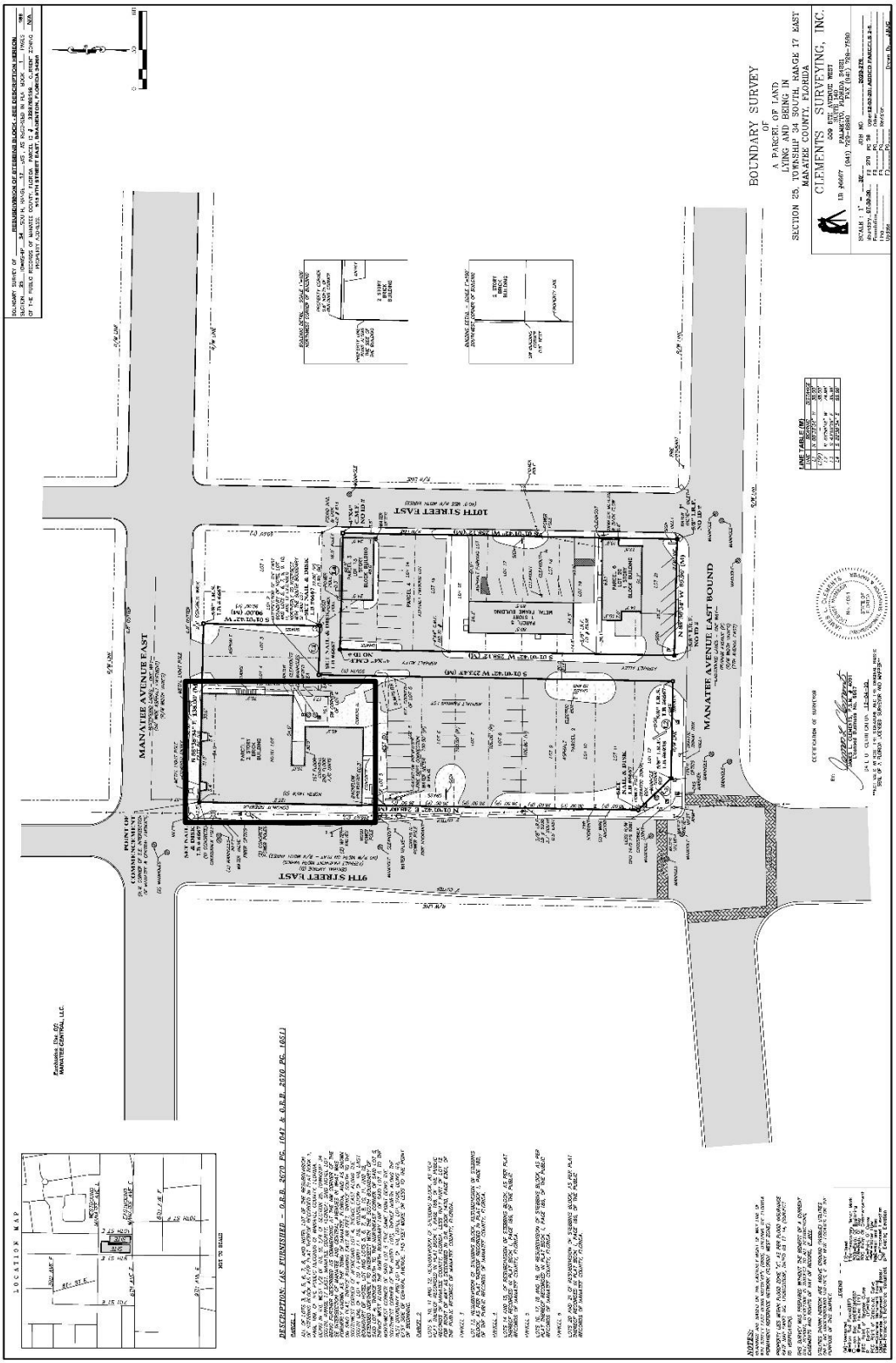
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

ALL OF LOTS 3, 4, 5, 6, 7, 8, AND HOTEL LOT OF THE RESUBDIVISION OF STEBBINS BLOCK AS PER PLAT THERE0F RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; SAID HOTEL LOT BEING FURTHER DESCRIBED AS COMMENCING AT THE NW CORNER OF THE SE INTERSECTION OF MANATEE AND CENTRAL AVENUES IN WHAT WAS FORMERLY KNOWN AS THE TOWN OF MANATEE, FLORIDA, AND AS SHOWN ON SAID PLAT, THENCE RUNNING EAST 88 FEET, THENCE SOUTH TO THE SOUTHWEST CORNER OF AFORESAID LOT 4, THENCE EAST ALONG TH£ SOUTH LINE OF LOT 4 TO A POINT AT THE INTERSECTION OF THE EAST BOUNDARY OF HOTEL LOT AND LOTS 5, 6, 7, 8, 9, 10, 11, AND 12, EXTENDED NORTHERLY TO INTERSECT WITH THE SOUTH BOUNDARY OF SA/0 LOT 4; THENCE SOUTH TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5 (THE SAME POINT BEING THE SOUTHWEST CORNER OF THE HOTEL LOT), THENCE NORTH ALONG THE WEST BOUNDARY AND LOT LINE OF THE HOTEL LOT, SAME BEING THE EAST SIDE OF CENTRAL AVENUE, 145 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT B


BOUNDARY SURVEY
OF
A PARCEL OF LAND
LYING AND BEING IN
SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA
CLEMENTS SURVEYING, INC.
MANATEE AVENUE EAST
MANATEE AVENUE EAST BOUND
9TH STREET EAST
10TH STREET EAST
LOCATION MAP
NOTES:
DESCRIPTION: (AS FURNISHED – O.R.B. 3270, PG. 1041 & O.R.B. 3370, PG. 1651)

PLN-SUP-25-0001

Menu Reports Help

File Date: 01/06/2025

Application Status: New

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: I am trying to get confirmation for future tenant of the building, that they can have their medical offices in the building. The is for Urology group. (Dr Alan Miller and Dr Edv doctors in bradenton. They are trying to open up their offices in my building.

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Docum
Manateecentral Special...	PLNG_SPUSE	Other Support D...	This is the Letter ...	application/pdf	Uploac
Manatee Central - 2020...	PLNG_SPUSE	Other Support D...	Site Survey	application/pdf	Uploac

Show all

Address: 509 9TH St E, BRADENTON, FL 34208

Owner Name: MANATEE CENTRAL LLC

Owner Address: 902 MANATEE AVE SUITE C, BRADENTON, FL 34208

Parcel No: 3226700159

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Chris McKenna	Manatee central...	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: SPECIAL USE

Type	Other
Other	Medical Offices

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf			
Case Manager				
Building Review				
Public Works Review				
Planning Review				
Fire Review				
Other Reviews				
Review Consolidation				
DRC				
Planning Commission				
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Special Use Application - Findings of Fact

Property Address: 515 9th Street East, Suite 103, Bradenton, FL 34208

Proposed Use: Medical Office for a Urology Group (Dr. Alan Miller and Dr. Edward Herrman)

1. Adequacy of Ingress and Egress

The property is accessible via a large parking lot with entrances from both Manatee Avenue East and 7th Avenue East, providing ample and convenient access for vehicles and pedestrians. Emergency access is also facilitated by the open design of the lot and nearby roadways.

2. Parking Design

The parking lot can accommodate up to 50 vehicles. This design ensures sufficient parking for patients, staff, and other visitors.

3. Location and Design of Refuse Service Areas

Trash collection is managed via a dumpster located on 10th Street East, which serves all tenants of the building. The existing refuse service is adequate to handle the needs of the proposed use without requiring additional infrastructure.

4. Utilities

The property is fully equipped with all necessary utilities, including water, electricity, and sewage services. No additional utility modifications are required for the proposed use.

5. Minimization of Nuisances

The proposed medical office use is consistent with the general use of the building and does not generate additional noise, odors, or other disturbances. While soundproofing is not deemed necessary, the tenant plans to use insulation and other appropriate building materials during the office build-out to ensure privacy and comfort.

6. Compatibility with Surrounding Properties

The property is located within the T5 zone, which is shared by other medical offices and commercial businesses, including a nearby hospital. The proposed use aligns seamlessly with the character of the surrounding area.

7. Environmental Considerations

No changes are planned to the existing landscaping or trees. The project will utilize the existing office space within the building, maintaining the current environmental conditions.

8. Hours of Operation

The medical office will operate Monday through Friday from 8:00 AM to 5:00 PM. These hours are consistent with typical business operations in the area and do not conflict with neighboring uses.

9. Effect on Surrounding Property Values

The proposed medical office use will not hinder the value of surrounding properties. On the contrary, it is expected to complement the existing businesses in the area and contribute positively to the local economy.

10. Environmental Quality of the District

The proposed use maintains the environmental quality of the T5 district. No adverse effects are anticipated from the operation of the medical office.

11. Consistency with the City of Bradenton Comprehensive Plan

The proposed use aligns with the City of Bradenton's Comprehensive Plan by contributing to the provision of healthcare services, which benefit the community, and by utilizing existing office space in a manner that supports economic development and land use efficiency.

Additional Documentation

A site plan is being prepared to include all required details, such as dimensions, parking areas, trash collection location, and utilities.

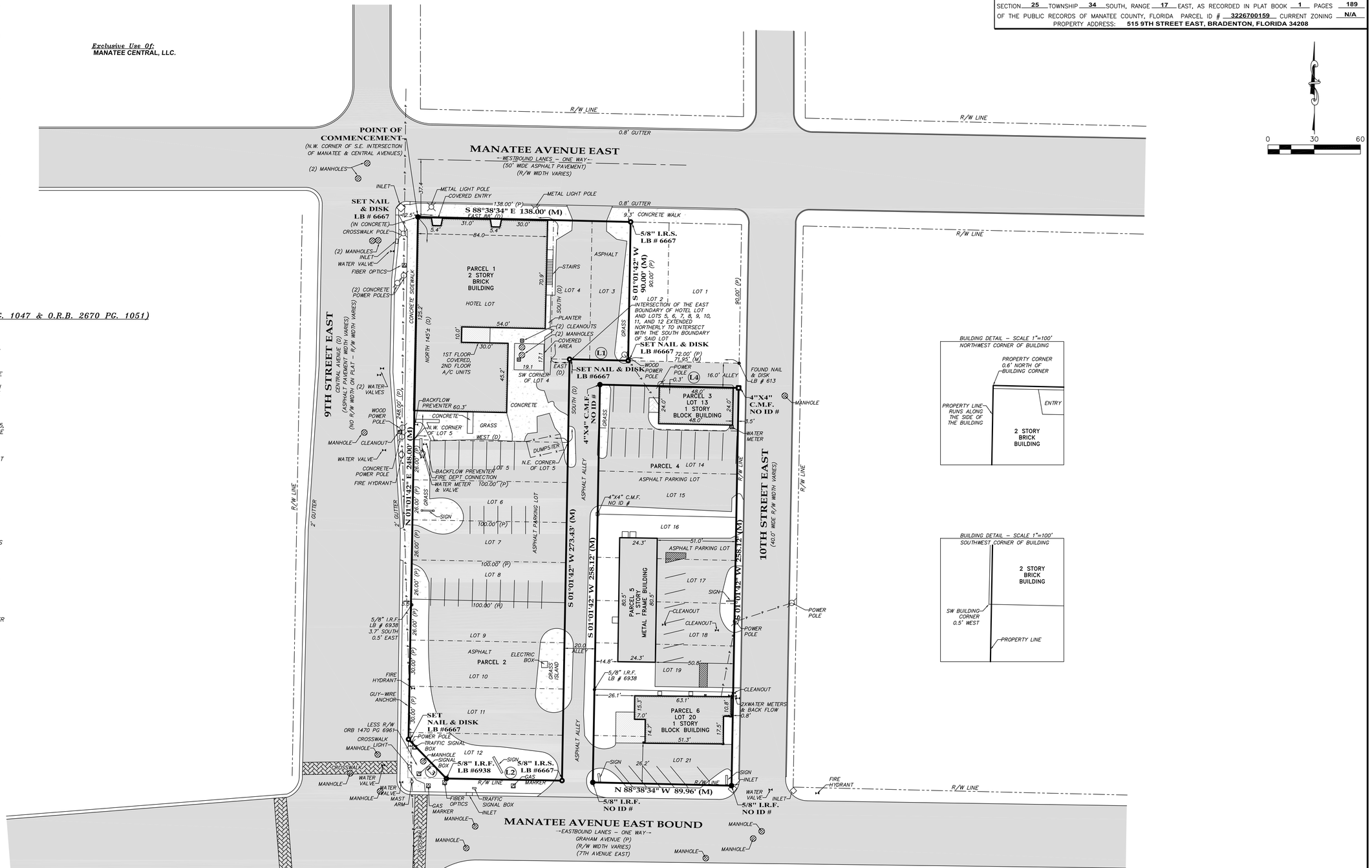
BOUNDARY SURVEY OF **RESUBDIVISION OF STEBBINS BLOCK - SEE DESCRIPTION HEREON**
SECTION **25** TOWNSHIP **34** SOUTH, RANGE **17** EAST, AS RECORDED IN PLAT BOOK **1** PAGES **189**
OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA PARCEL ID # **3226700159** CURRENT ZONING **N/A**
PROPERTY ADDRESS: **515 9TH STREET EAST, BRADENTON, FLORIDA 34208**

LOCATION MAP



NOT TO SCALE

Exclusive Use Of:
MANATEE CENTRAL, LLC.



BUILDING DETAIL - SCALE 1"=100'
NORTHWEST CORNER OF BUILDING

BUILDING DETAIL - SCALE 1"=100'
SOUTHWEST CORNER OF BUILDING

DESCRIPTION: (AS FURNISHED - O.R.B. 2670 PG. 1047 & O.R.B. 2670 PG. 1051)

PARCEL 1

ALL OF LOTS 3, 4, 5, 6, 7, 8, AND HOTEL LOT OF THE RESUBDIVISION OF STEBBINS BLOCK AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; SAID HOTEL LOT BEING FURTHER DESCRIBED AS COMMENCING AT THE NW CORNER OF THE SE INTERSECTION OF MANATEE AND CENTRAL AVENUES IN WHAT WAS FORMERLY KNOWN AS THE TOWN OF MANATEE, FLORIDA, AND AS SHOWN ON SAID PLAT, THENCE RUNNING EAST 88 FEET, THENCE SOUTH TO THE SOUTHWEST CORNER OF AFORESAID LOT 4, THENCE EAST ALONG THE SOUTH LINE OF LOT 4 TO A POINT AT THE INTERSECTION OF THE EAST BOUNDARY OF HOTEL LOT AND LOTS 5, 6, 7, 8, 9, 10, 11, AND 12, EXTENDED NORTHERLY TO INTERSECT WITH THE SOUTH BOUNDARY OF SAID LOT 4; THENCE SOUTH TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5 (THE SAME POINT BEING THE SOUTHWEST CORNER OF THE HOTEL LOT), THENCE NORTH ALONG THE WEST BOUNDARY AND LOT LINE OF THE HOTEL LOT, SAME BEING THE EAST SIDE OF CENTRAL AVENUE, 145 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2

LOTS 9, 10, 11 AND 12, RESUBDIVISION OF STEBBINS BLOCK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS THAT PART OF LOT 12 FOR RIGHT OF WAY AS DESCRIBED IN O.R. BOOK 1470, PAGE 6961, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 3

LOT 13, RESUBDIVISION OF STEBBINS BLOCK, RESUBDIVISION OF STEBBINS BLOCK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 4

LOTS 14 AND 15, OF RESUBDIVISION OF STEBBINS BLOCK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 5

LOTS 16, 17, 18 AND 19, OF RESUBDIVISION OF STEBBINS BLOCK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 6

LOTS 20 AND 21 OF RESUBDIVISION OF STEBBINS BLOCK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

NOTES:

BEARINGS ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF 9TH STREET EAST BEING N01°01'42"E (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

PROPERTY LIES WITHIN FLOOD ZONE "X", AS PER FLOOD INSURANCE RATE MAP PANEL NO. 12081C0306E, DATED 03-17-14, (SUBJECT TO VERIFICATION).

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, THEREFORE IS SUBJECT TO ALL RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.

UTILITIES SHOWN HEREON ARE ABOVE GROUND (VISIBLE) UTILITIES ONLY, NO UNDERGROUND UTILITIES, IF ANY WERE LOCATED FOR THE PURPOSE OF THIS SURVEY.

- - LEGEND - -

(M)=Measured
●=Iron Rod Found(IRF)
○=Iron Rod Set(IRS)#6667
●=Iron Pipe Found (IPF)
PRC=Point of Reverse Curve
R = Radial (P)=Plat
PCC=Point of Compound Curve
CMF=Concrete Monument Found
CMS=Concrete Monument Set #6667
PRM=Permenent Reference Monument
(D)=Deed
TBM=Temporary Bench Mark
POB=Point Of Beginning
R/W=Right Of Way
POC=Point Of Commencement
PC=Point Of Curve
~w~=Water Flow
N&D=Nail and Disc
○=Proposed Elevation
0.00'=Existing Elevation

LINE TABLE (M)

LINE	BEARING	DISTANCE
L1	N 88°38'34" W	38.00'
L1(P)	- -	38.00'
L2	N 88°58'18" W	74.98'
L3	S 43°58'18" E	35.38'
L4	S 88°38'34" E	89.96'

CERTIFICATION OF SURVEYOR

BY: James L. Clements
JAMES L. CLEMENTS, P.S.M. # 4091
Licensed Business No. 6667

DATE OF CERTIFICATION 12-04-20

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JAMES L. CLEMENTS LICENSE NUMBER No. 4091 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

BOUNDARY SURVEY
OF
A PARCEL OF LAND
LYING AND BEING IN
SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

CLEMENTS SURVEYING, INC.
509 8TH AVENUE WEST
SUITE 140
LB #6667 PALMETTO, FLORIDA 34221
(941) 729-6690 FAX (941) 729-7580

SCALE : 1" = **30'** JOB NO. **2020-279**
Boundary **07-30-20** FB **270** PG **36** Other **12-03-20: ADDED PARCELS 2-6**
Foundation FB PG Other
Final FB PG Revision
Update FB PG Drawn By **JJ/JC**

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
February 26, 2025

Staff Report

Case Number: PLN-SUP-25-0001 / RES 25-25
Applicant: Chris McKenna, owner
Address: 509 9th Street East, Bradenton, FL 34208
Zoning/Future Land Use: T-5 (Urban Center)/UV (Urban Village)
Flood Zone: X

Surrounding Property:

Zoning:
- North: T5 (Urban Center)/Manatee Ave E
- South: T5 (Urban Center)
- East: T-5 (Urban Center)/T4-O (General Urban Open)
- West: T-5 (Urban Center)/9th St E

Future Land Use:
- North: UV (Urban Village)/Manatee Ave E
- South: UV (Urban Village)
- East: UV (Urban Village)
- West: UCBD (Urban Central Business District)/9th St E

Summary of Request

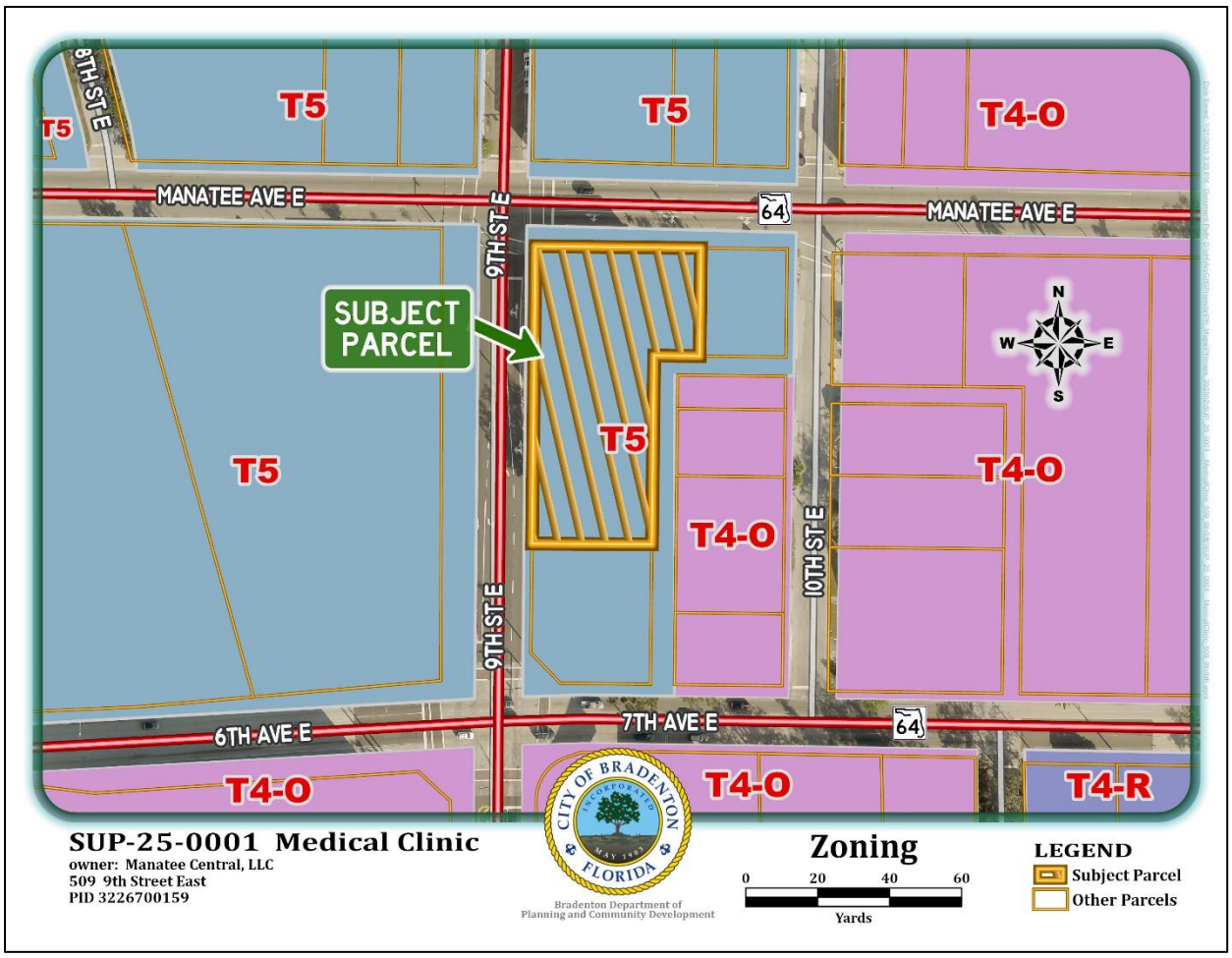
The applicant is seeking approval of a Special Use Permit for a Medical Clinic for property located at 509 9th Street West, also identified as Parcel Number 3226700159. The subject property where the building is located is zoned T-5 (Urban Center), with a future land use of UV (Urban Village). The property is approximately 0.65 acres.

The building currently has retail and restaurant facilities within other units. The applicant is proposing a medical clinic, specifically for a urology office. Medical Clinics are listed as a Special Use in the Form Based Code.

Figure 1: Aerial Image

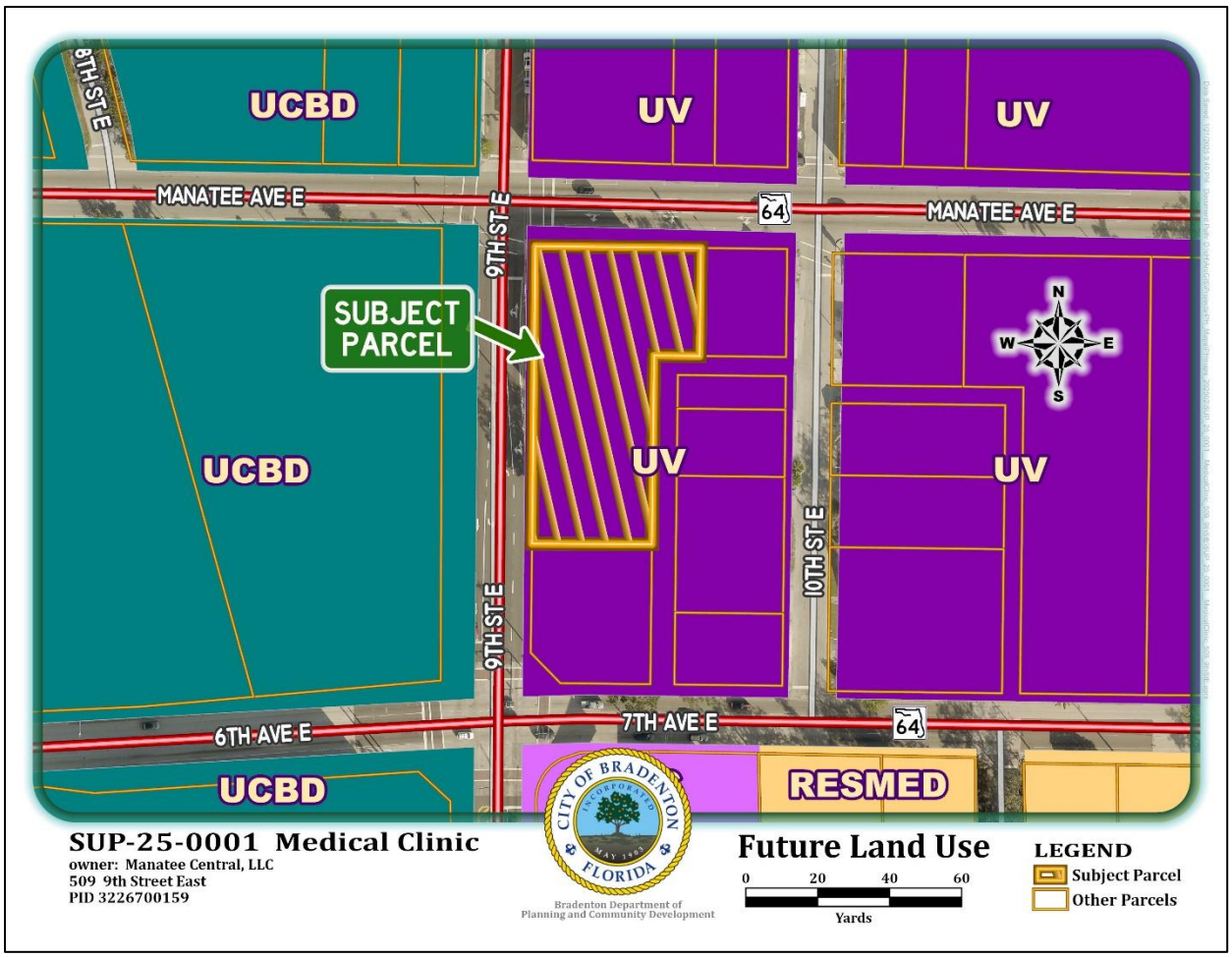


Figure 2: Neighboring zoning



As shown, the property is under T-5 zoning. Surrounding uses include retail establishments, a café/bar, and restaurants.

Figure 3: Neighboring future land use



The underlying Future Land Use on this property is UV. This district "is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of New Urbanism." The uses permitted within this future land use category are meant to foster a distinct sense of place and a walkable environment. Professional and medical offices are called out as permitted uses.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS

L.U.R. 3.3.1. All Special Uses shall comply at minimum with the following standards. Additional requirements may be made by City Council to ensure compatibility of uses.

L.U.R. 3.3.1.1. All Special Uses shall be subject to the general standards of these Land Use Regulations for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the Special Use is proposed.

L.U.R. 3.3.1.2. A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response *The request at present is for the medical clinic to move into an existing building. The building would need to be demolished to meet this criteria. There is existing*

landscaping on the property, including grass buffers and trees.

REVIEW CRITERIA

L.U.R. 3.3.2. All Special Uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: The subject property is already built as a multi-use building. It has a large parking lot with entrances from Manatee Avenue East and 7th Avenue East. The unit that is proposed for a medical office is accessible through multiple doors, including near handicap parking spaces.

L.U.R. 3.3.2.5. The following shall be considered and cited as reasons for approval or denial of the application:

a) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

Staff Response: The proposed project has two points of ingress and egress, one on Manatee Avenue East and one on 7th Avenue East.

b) Location and design of off-street parking and loading areas in regard to the items in "a" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

Staff Response: The property has operated with retail and restaurant uses with the existing large parking lot that can accommodate up to 50 vehicles. It is not adjacent to any residential property.

c) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: The application indicates that there is a dumpster that serves the tenants on 10th Street East. The medical clinic should not generate a significant amount of additional waste.

d) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: The proposed project will not change any of the existing utilities.

e) Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: A medical clinic does not warrant particular screening, buffering, or separation, as all activities should be confined inside the building.

f) Proposed sign and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements. If additional lighting or signage is proposed, review during the building permit process will ensure compliance with applicable standards.

g) Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It does not appear that a medical clinic would have an impact on the value of surrounding properties or prevent the development of nearby vacant land.

h) Adequacy of land and/or building which are to be used.

Staff Response: The proposed use will be occupying an existing building with an existing parking lot; the land and building are adequate.

i) General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: The proposed use will operate between 8:00 AM and 5:00 PM.

j) Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

Staff Response: *The use will not produce byproducts that pollute the air or water supply. If excess refuse is created by patients or staff, it is the property owner's responsibility to maintain cleanliness.*

k) Consistency with the City's Comprehensive Plan.

Staff Response: *The Comprehensive Plan explicitly mentions medical offices as an appropriate use in areas with an Urban Village Future Land Use Category.*

The proposed use appears to generally meet the criteria for Special Use approval as outlined above.

Respectfully submitted,



Jamie Schindewolf
Senior Planner
City of Bradenton

Exhibits

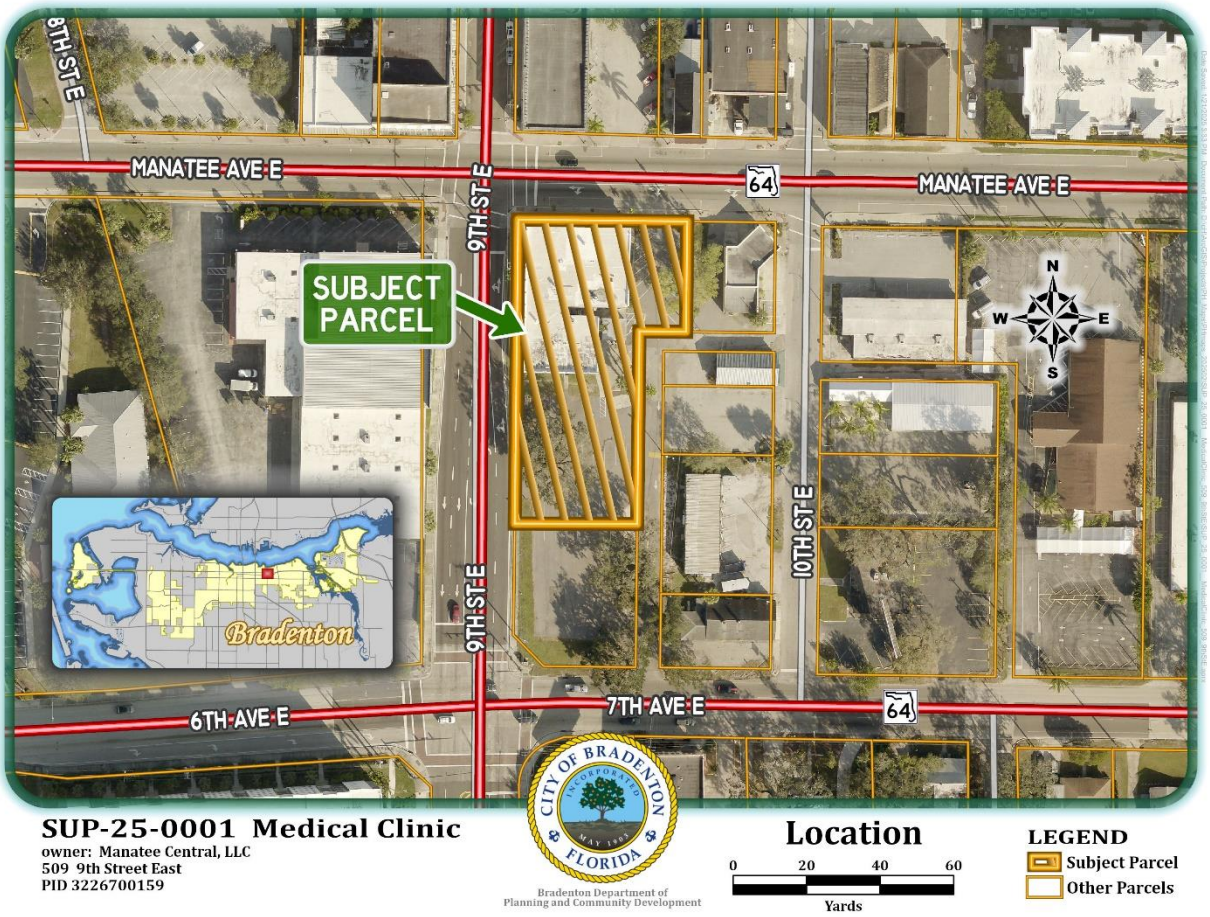
Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

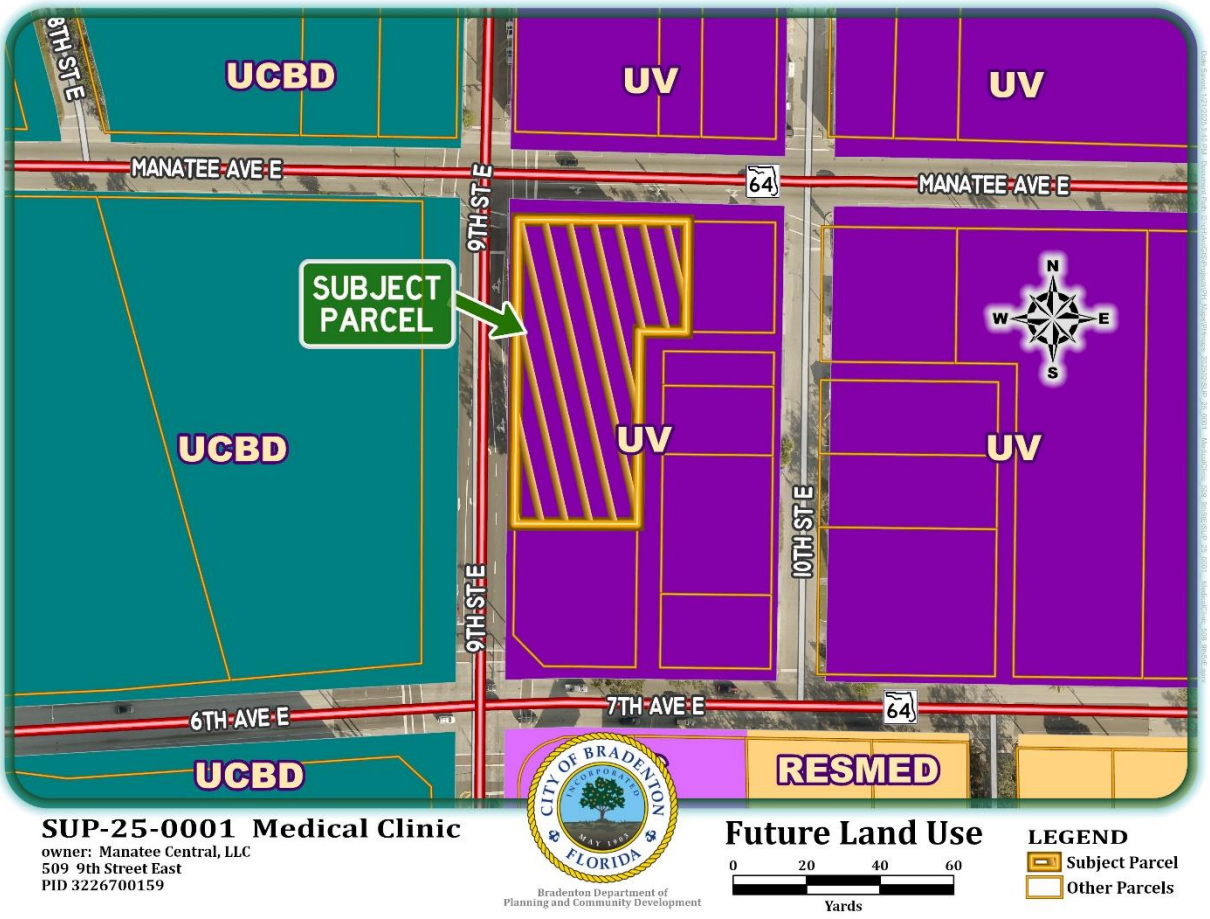
Exhibit 4: Site Plan

Exhibit 1



SUP-25-0001 Medical Clinic
owner: Manatee Central, LLC
509 9th Street East
PID 3226700159

Exhibit 2


8TH ST E
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SUP-25-0001 Medical Clinic
owner: Manatee Central, LLC
509 9th Street East
PID 3226700159
CITY OF BRADENTON
INCORPORATED
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FLORIDA
Bradenton Department of
Planning and Community Development
Future Land Use
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit 3


8TH ST E
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MANATEE AVE E
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SUP-25-0001 Medical Clinic
owner: Manatee Central, LLC
509 9th Street East
PID 3226700159
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
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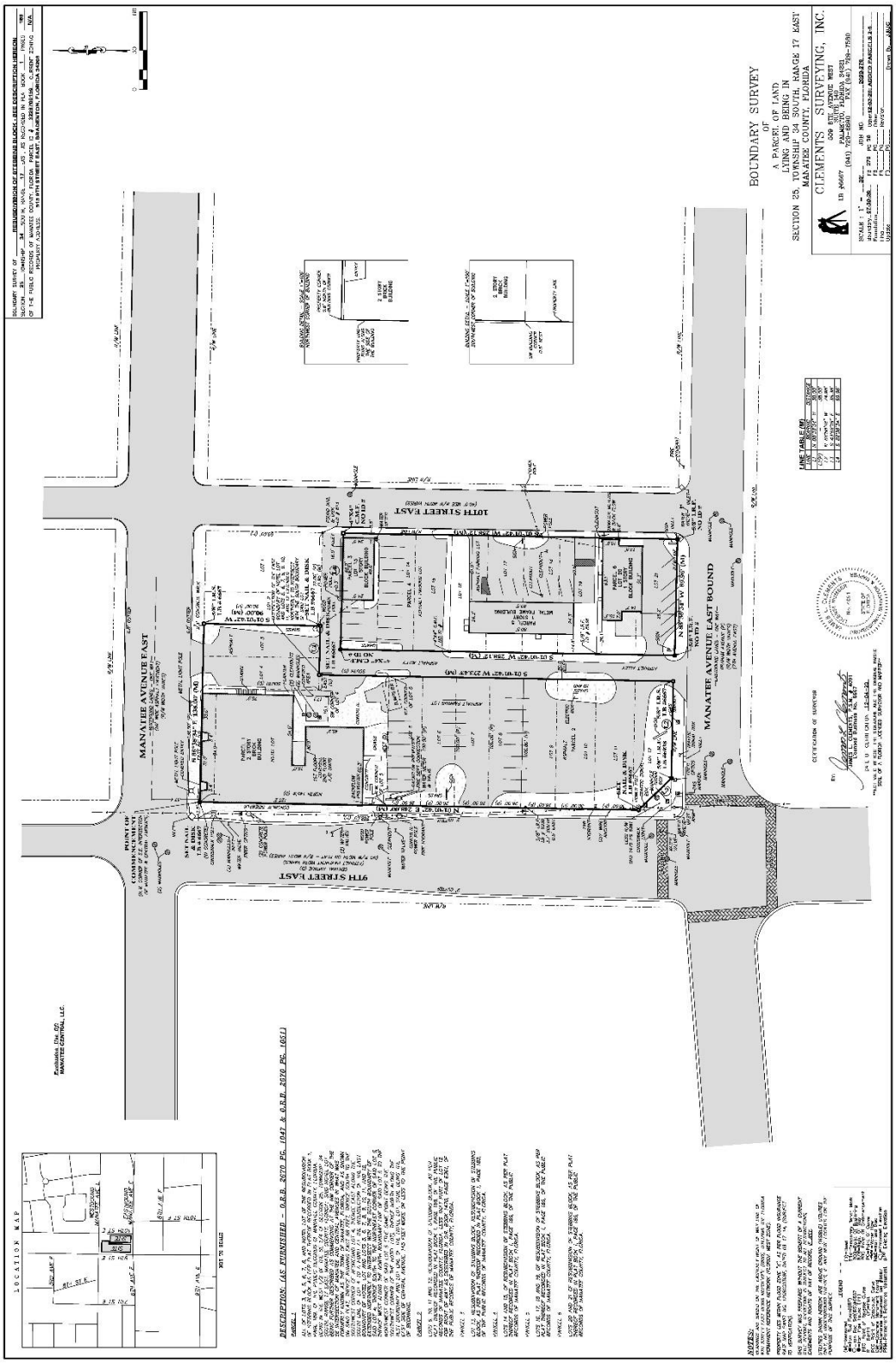
LEGEND
Subject Parcel
Other Parcels

Exhibit 4


BOUNDARY SURVEY
OF
A PARCEL OF LAND
LYING AND BEING IN
SECTION 05, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA
CLEMENTS SURVEYING, INC.
MANATEE AVENUE EAST
MANATEE AVENUE EAST BOUND
10TH STREET EAST
9TH STREET EAST
POINT OF COMMENCEMENT
POINT OF BEGINNING
LOCATION MAP
DESCRIPTION: (AS FURNISHED - O.R.B. 2670, PG. 1041 & O.R.B. 2970, PG. 1651)
NOTES:

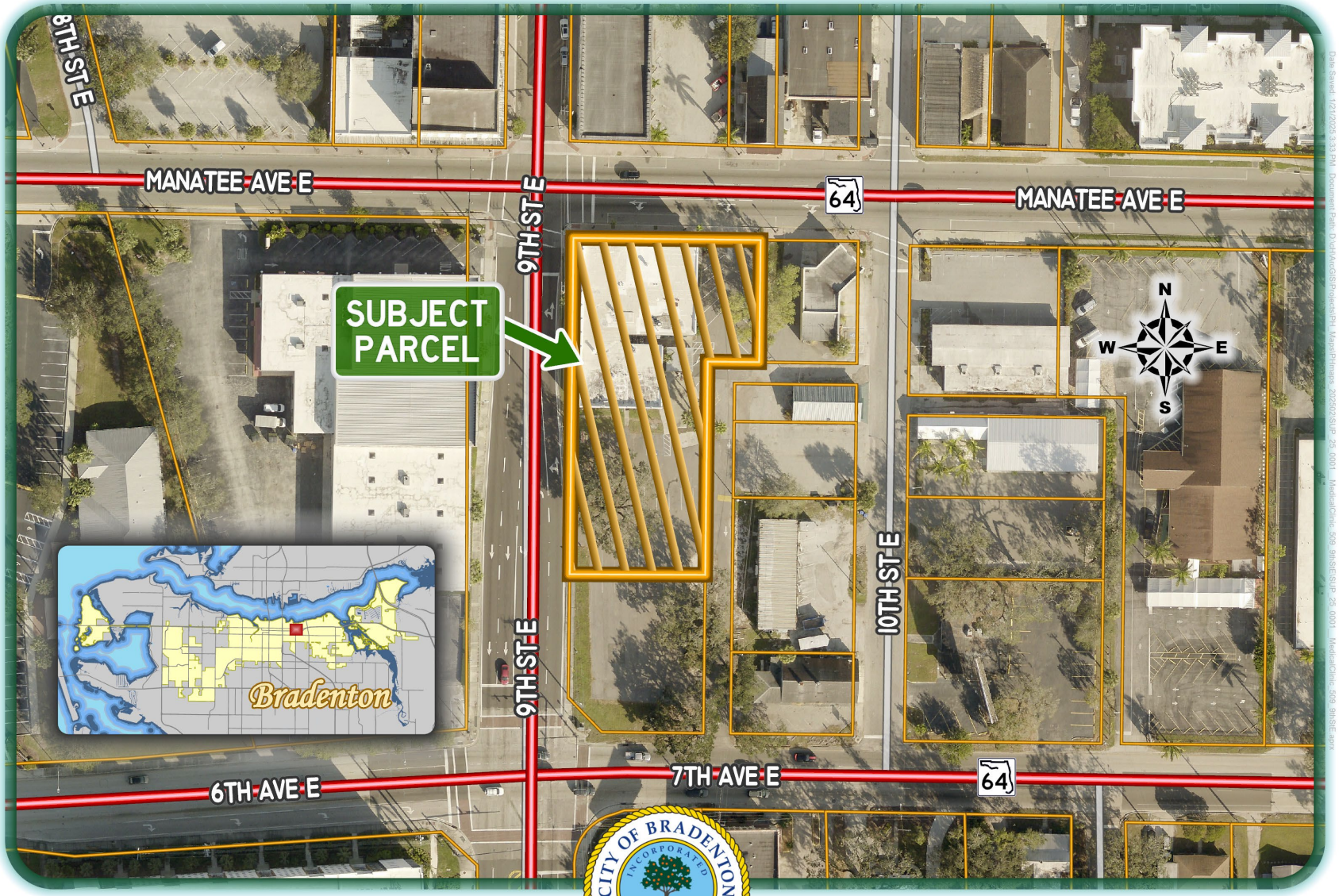
City Council
February 26, 2025

PLN-SUP-25-0001
Resolution: 25-25

Request for a Medical Clinic at 509 9th Street East, Bradenton, FL 34208

Case Information

- **Applicant:** Chris McKenna, owner
- **Addresses:** 509 9th Street East, Bradenton, FL 34208
- **Parcel ID:** 3226700159
- **Acreage:** 0.65 acres
- **Current Zoning:** T-5 (Urban Center)
- **Future Land Use:** UV (Urban Village)
- **Existing Use:** Office
- **Request:** Special Use approval for a Medical Clinic



SUP-25-0001 Medical Clinic
owner: Manatee Central, LLC
509 9th Street East
PID 3226700159

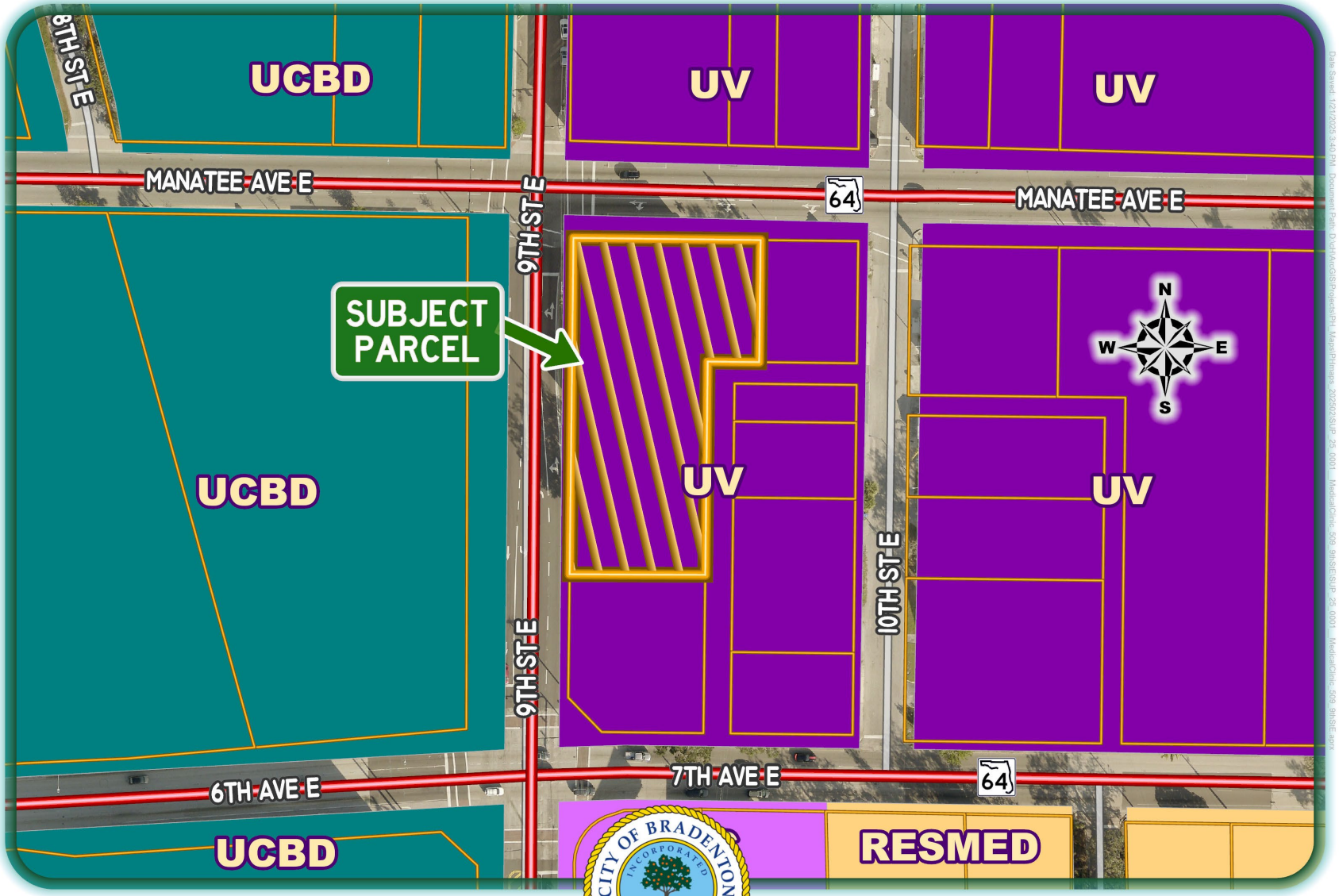
CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of
Planning and Community Development

Location

0 20 40 60
Yards

LEGEND
Subject Parcel
Other Parcels



SUP-25-0001 Medical Clinic
owner: Manatee Central, LLC
509 9th Street East
PID 3226700159

Bradenton Department of
Planning and Community Development

Future Land Use

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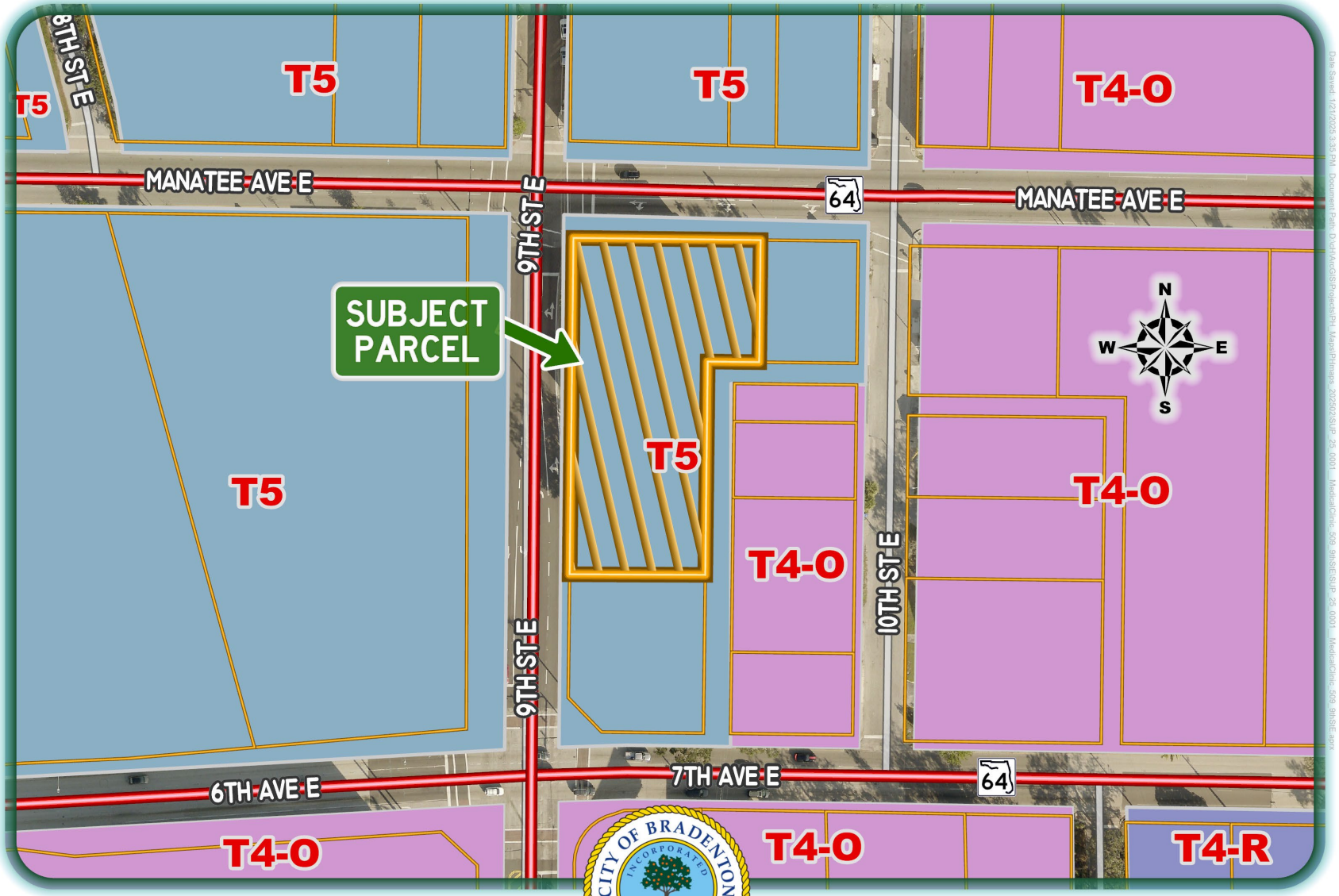
Yards

LEGEND
Subject Parcel
Other Parcels



SUP-25-0001 Medical Clinic
owner: Manatee Central, LLC
509 9th Street East
PID 3226700159

Bradenton Department of
Planning and Community Development

Zoning

0 20 40 60
Yards

LEGEND
Subject Parcel
Other Parcels

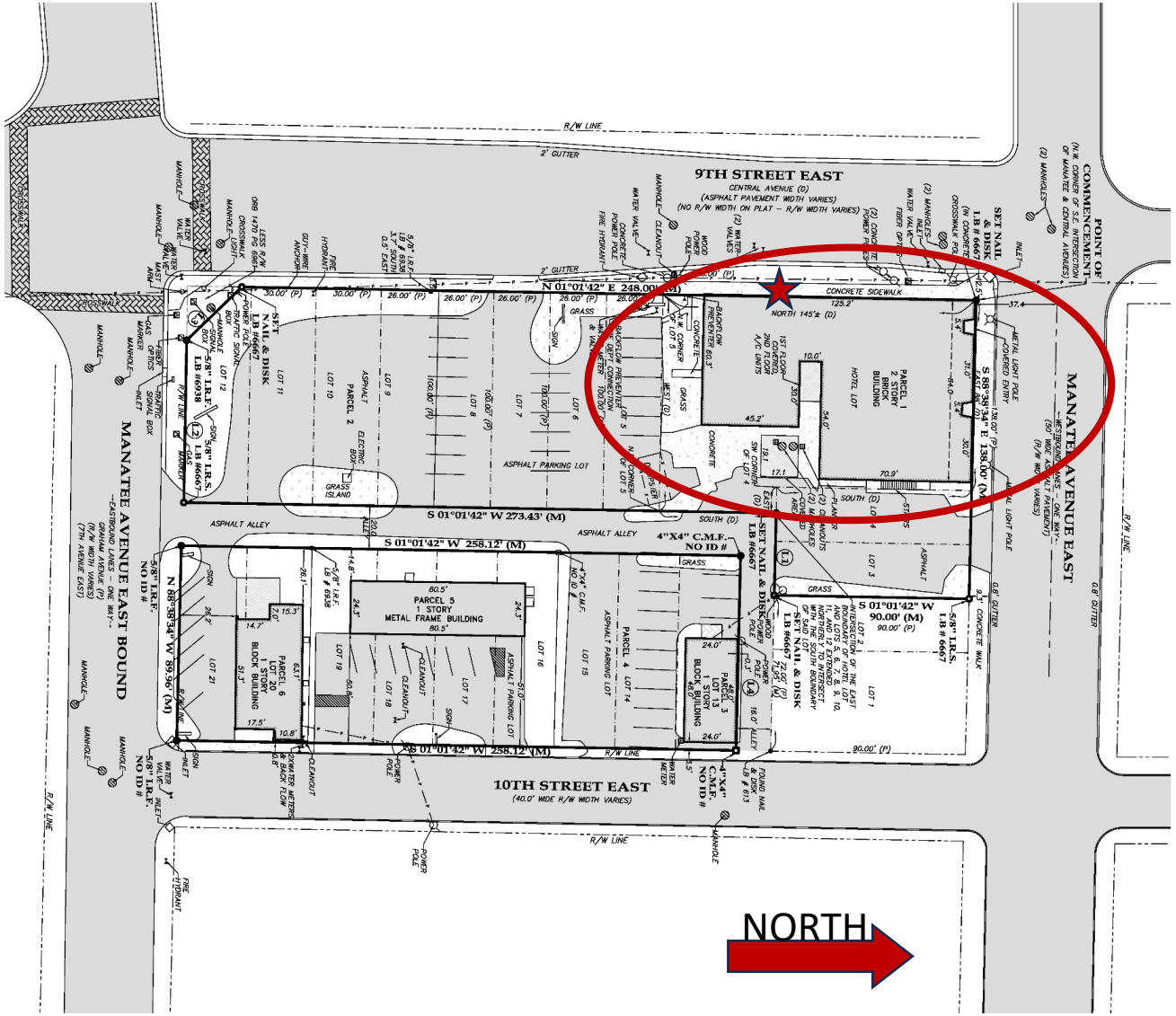
Proposed Request

- Special Use request for a Medical Clinic (urology office) in existing space
- Up to 50 parking spaces available in shared parking lot

- Subject property is located within the city's Form Based Code (FBC) Area:
  - Ordinance No. 4018 made all Medical Clinics require Special Use in FBC
  - Special Uses require City Council approval

- Future Land Use (Urban Village) does not prohibit the subject use type.

Proposed Request





Source: Google Maps 2019

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

LUR 3.3.1.1 All special uses shall be subject to the general regulations of these LURs…

LUR 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property….

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets…

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Required Criteria

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Required Criteria

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Analysis

The proposed use appears to generally meet the criteria for Special Use approval.

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	February 26, 2025
SUBMITTED BY:	Robin Singer, Planning & Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS
SUBJECT:	**Quasi-Judicial:** Form Based Code Appeal PLN-APL-24-0001 - PUBLIC HEARING
SUGGESTED ACTION:	Approve or deny the request based on the criteria and standards provided.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The petitioners are appealing the denial of a Form Based Code adjustment to allow a five to six foot fence in the primary and secondary frontages of the subject property and to allow the fence to extend into the corner site visibility triangle for the property located at 1011 21st Ave West.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve or deny the Form Based Code Appeal PLN-APL-24-0001.

ATTACHMENTS:
Variance Request for Fence Height Adjustment
Staff Report
Denial Memorandum
Form-Based Code Adjustment Application

Rosana Cordoba
1011 21st Ave W
Bradenton, FL 34205
November 25, 2024

Planning Department
City of Bradenton

Subject: Variance Request – Fence Height Adjustment

Dear Planning Department,

I hereby formally request a variance for the fencing requirements on my property located at 1011 21st Ave W, Bradenton, FL 34205. This variance request arises from specific security and structural needs that prevent adherence to the restrictions established in the City of Bradenton Form-Based Code (FBC). Additionally, we have faced challenges that have complicated our efforts to fully comply with the established standards.

Background and Compliance Challenges

Our initial permit application, submitted on **May 26, 2023**, resulted in permit approval, allowing us to proceed with the fence installation. However, after installation, on **December 10, 2023**, we received a notification from the Zoning Department challenging this permit, presenting a conflicting position that requires resolution. On **December 12, 2023**, new guidance was provided, requiring additional modifications due to varying interpretations of height and placement requirements.

We also engaged a professional company to manage the fencing installation and permit process in full compliance with city requirements. However, even with their expertise and experience, significant challenges arose due to inconsistent directives, resulting in delays and additional costs. **(See Exhibit A).**

Justification for the Variance Based on Unique Property Needs

The specific structural configuration of our property limits compliance with the "triangle of visibility" requirement **(See Exhibit B: Survey)** due to inherent design restrictions, making full adherence impossible without compromising security.

Section 1.10.1 of the FBC states that "Adjustments may also be used when the strict application of the regulations would preclude reasonable development or to relieve a property owner who, because of property characteristics beyond his or her control, is unable to meet a dimensional requirement of the FBC" (FBC UPDATED TO JAN 2024…). Given these unique conditions and the documented security incidents, a fence between five and six feet in height, as currently placed, is necessary to ensure the safety of our family and property.

Variance Criteria and Security Concerns

This variance aligns with the criteria outlined in Section 1.10.5 of the FBC, which allows adjustments when compliance is obstructed by specific property limitations. Additionally, "the

regulations of the Form-Based Code Zone Districts are designed to implement the City of Bradenton Comprehensive Plan...to protect and preserve public health, safety, and general welfare" (FBC UPDATED TO JAN 2024…).

A six-foot fence would fulfill these objectives by securing the premises, especially in light of the safety concerns documented in a police report **(#2024-009067). (See Exhibit C)**

Intent of the Form-Based Code

The FBC emphasizes flexibility to adapt to the diversity and unique characteristics of properties within the city. Section 1.3 of the FBC describes the purpose of the code as “enabling, encouraging, and qualifying the implementation of controlled growth” to ensure “an efficient, effective, and equitable regulatory and procedural code” that supports specific adjustments to properties in favor of safety (FBC UPDATED TO JAN 2024…).

Conclusion

In consideration of these factors, I respectfully request approval of this variance to address the unique security and structural needs of our property and to resolve this matter, which has been unnecessarily prolonged and burdensome. Please feel free to contact me at [Your Contact Information] if additional documentation or clarification is required.

Thank you for your attention to this matter.

Sincerely,
Rosana Cordoba
(201) 925-8269

EXHIBIT A

OFFICIAL USE ONLY

NOTIFIED:_____ FEES DUE: $_____ AMOUNT PAID: $_____ BALANCE DUE: $_____

171-

101 Old Main St.
Bradenton, FL 34205
Ph: 941-932-9414

CITY OF BRADENTON
Development Permit Application

permitting@cityofbradenton.com
Inspections #: 941-932-9423

Permit No: 232011

DEPARTMENT
BUILDING ___ ZONING ___ FIRE ___ FLOOD ___

Related Permit #

Site Improvement Plan #

SWO: Yes ☐ No ☐

RECEIVED
MAY 26 2023
CITY OF BRADENTON
PLANNING DEPT.

- ☐ Accessory Structure Shed/Carport/Etc.
- ☐ Aluminum
- ☐ Antenna
- ☐ Commercial (Add. / Alt.)
- ☐ Commercial (New)
- ☐ Concrete
- ☐ Damage Assessment
- ☐ Demolition
- ☐ Electric and/or Low Voltage
- ☐ Mechanical and/or Gas
- ☐ Plumbing
- ☐ Exterior Door & Window
- ☒ Fence
- ☐ Mobile Home or Modular
- ☐ Residential (New)
- ☐ Residential (Add. / Alt.)
- ☐ Dumpster
- ☐ Roof
- ☐ Sign
- ☐ Shell
- ☐ Swimming (Pool / Spa)
- ☐ Tent and/or Temp Use
- ☐ Waterfront (Dock/Seawall/Etc.)
- ☐ Siding/Soffit/Fascia
- ☐ Other_____

COST OF CONSTRUCTION $ 5000 PARCEL I.D. # 4479600001

JOB ADDRESS: 1011 21ST AVE WEST BRADENTON FL 34205

PROPERTY OWNER: MARTIN ALCARAZ PHONE: 2016792639 EMAIL: rosenarokita@gmail.com

BUSINESS / SUBDIVISION / MH PARK:_____ LOT_____ BLOCK:___

DESCRIPTION OF WORK: FENCE shadow wood 150' wide 8 High 6" 127' wide 8" High 5 and 2 gates.

WAS THIS BUILDING DAMAGED BY FIRE, FLOOD, OR OTHER ☐YES ☐NO /DAMAGE ASSESSMENT PERMIT#_____

BUILDING: Flood Zone X New (sq.ft.)_____ Adding (sq.ft.)_____ Renovating (sq.ft.)_____

FBC Occupancy Type: R3 FBC Construction Type:_____ Number of Stories:_____ Building Height:_____

Area per Story:_____ Area under A/C_____ # of Bedrooms:_____ # of Units:_____ # of Bathrooms:_____

Existing Sprinkler: ☐Yes ☐No Existing Alarm: ☐Yes ☐No FBC Threshold Building: ☐Yes ☐No

- **Subcontractor Verification Form Required**
- **Additional Work Required: ☐Electrical ☐Mechanical ☐Plumbing ☐Gas ☐Masonry ☐Concrete ☐Roofing**

ZONING: District_____ Existing Use:_____ Proposed Use:_____ Lot Frontage:_____ Lot Area_____

Lot Width:_____ Lot Coverage: Building%_____ Other%_____

Setbacks: Front_____ Left:_____ Right:_____ Rear:_____ Parking Spaces: _____ Accessible:_____ Site Plan: ☐Yes ☐No

Sign: Type:___ Height___ Width_____ Length_____ Construction_____ #of Faces_____ Area (sq.ft)_____

Number of Existing Signs_____ Illuminated: ☐Yes ☐No

PRIVATE PROVIDER: (NAME) _____

➢ **Required = First Floor Proposed Elev. Based on Ordinance 4.1.1.6 and/or Appendix "A" Floodplain Mgmt.:** _____

CONTRACTOR: MARTIN ALCARAZ **STATE CERT. /REG. #** _____

AGENT/CONTACT PERSON: MARTIN ALCARAZ (Name) 2016792639 (Phone)

rosenarokita@gmail.com (Email)

DATE: _____ **Signature** _____ **Print Name** Martin Alcaraz

OFFICIAL USE ONLY:

REVIEW: BLDG_____ MECH_____ ELEC_____ PLMG_____ FIRE_____ ZONING_____ FLOOD_____ PW_____

REV.03-16 R.MOK

ADDITIONAL NOTES:

Return to:
City of Bradenton, ATTN: Planning & Community Development
101 12th St, Bradenton, FL 34205

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

Tax ID No. _____

Space above this line for Recording

CITY OF BRADENTON AGREEMENT

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9413 Email: permitting@cityofbradenton.com

MAY 26 2023
CITY OF BRADENTON
PLANNING DEPT.

Fence Affidavit & Waiver of Liability

I, MARTIN ALCARAZ, as owner of the fence located at 1011 21th Ave W. Bradenton, agree on this date, that the fence, being permitted under City of Bradenton **Permit No.** 232011, will be removed or relocated at my expense in the event that the City of Bradenton ever deems it necessary to utilize any easement at the above premises. I further agree that I will remove or relocate the fence at my expense if any portion of said fence is determined by the City of Bradenton to be improperly installed, or encroaches onto adjacent property. I further understand that failure to comply with these requirements shall subject me to code enforcement actions by the City of Bradenton. This agreement shall run with the land, and upon the sale of the subject property, shall be presented to future owner(s), as applicable. Said property is legally described as follows:

_____ 05/26/23
Owner's Signature **Date**

State of Florida
County of Manatee
The foregoing instrument was acknowledged before me this in my physical presence 26th day of May, 2023, who produced as identification Valid NJ DL.

_____
Notary Public, State of Florida & Seal

KELLI R. GOWEN
MY COMMISSION # HH 116461
EXPIRES: May 28, 2025
Bonded Thru Notary Public Underwriters

Sunshine State One Call of Florida "Locate Ticket" No._____

Call Sunshine State One Call two business days before you dig
1-800-432-4770
It's the law!

REV. 03-16 R.MOK

NOTICE OF COMMENCEMENT

173

Permit No. 232011
Tax Folio No. _____

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

1. Description of property (legal description of property) Lot 91, Plat book 1, Page 301, Edgewood 2ND AD.
   a) Street (job) Address: 1011 21st Ave W. Bradenton, Fl, Manatee County 34205
2. General description of improvement(s): fence
3. Owner or Lessee information (Lessee as owner only if contracted for improvements)
   a. Name and address: Alcaraz Martin (2813 taunton drive, W. Bradenton 34205)
   b. Interest in property: Owner
   c. Name and address of fee simple titleholder (if other than owner): _____
4. Contractor Information
   a. Name and address: Alcaraz Martin 1011 21st Ave W. Bradenton A
   b. Phone number: 2016792639 Fax No. (Opt.) _____
5. Surety Information
   a. Name and address: Alcaraz Martin 2814 Taunton Dr. W. Bradenton Fl 34205
   b. Amount of bond $ _____
   c. Phone number: 2016792639 Fax No. (Opt.) _____
6. Lender
   a. Name and address: _____
   b. Phone number: _____
7. Persons within the State of Florida designated by Owner upon who notices or other documents may be served as provided by Section 713.13(l)(a)7., Florida Statutes:
   a. Name and address: Alcaraz Martin 2811 Taunton dr. W. Bradenton FL 34205
   b. Phone number: 2016792639
8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(l)(b), Florida Statutes:
   a. Name and address: _____
   b. Phone number: _____

Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____.

Recorded with Manatee County Florida Clerk Access Official Records at www.ManateeClerk.com

RECEIVED MAY 26 2023 CITY OF BRADENTON BUILDING DEPT.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification pursuant to Section 92.525, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief.

Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager Signatory's Title/Officer: _____

State of Florida
City of Bradenton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of May, 2023 by Martin Adrian Felipe Alcaraz who is personally known to me or has produced Valid NJ DL (Driver's License #), and who did/did not take an oath.

Signature of Notary Public - State of Florida

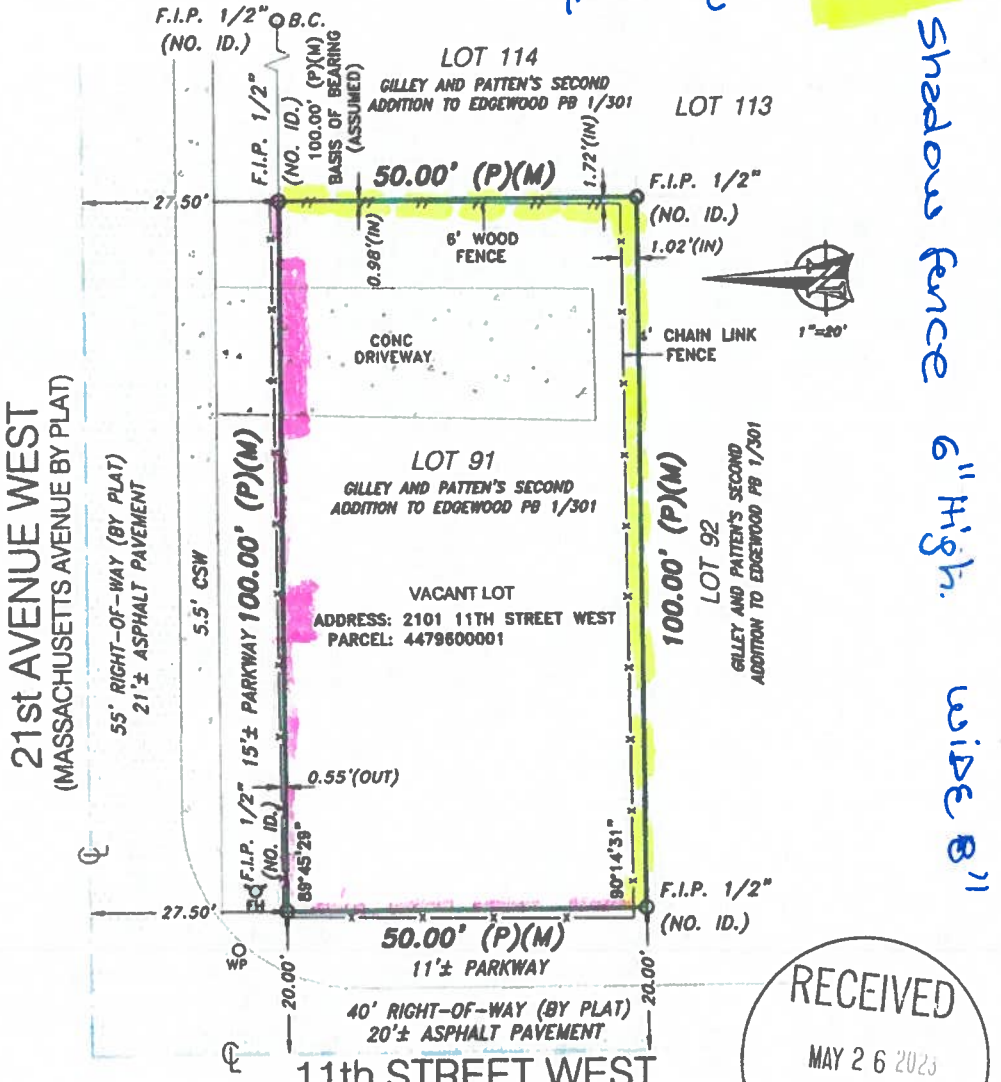
Print, Type, or Stamp Commissioned Name of Notary Public

KELLI R. GOWEN
MY COMMISSION # HH 116461
EXPIRES: May 28, 2025
Bonded Thru Notary Public Underwriters

Proudly Serving the Florida Real Estate Community for Over 20 Years
WWW.MELANDSERVICES.COM

This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

6' wide 4' high shadow fence



Shadow fence 6' High. wide 8'

RECEIVED
MAY 26 2023
CITY OF BRADENTON
PLANNING DEPT.

Accepted By: _____

Property Address:
2101 11th Street W.
Bradenton, FLORIDA 34205

Notes: NO NOTES

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES. NO. 5101

SIGNED _____ FOR THE FIRM
Miguel Espinosa
STATE OF FLORIDA
P.S.M. No. 5101

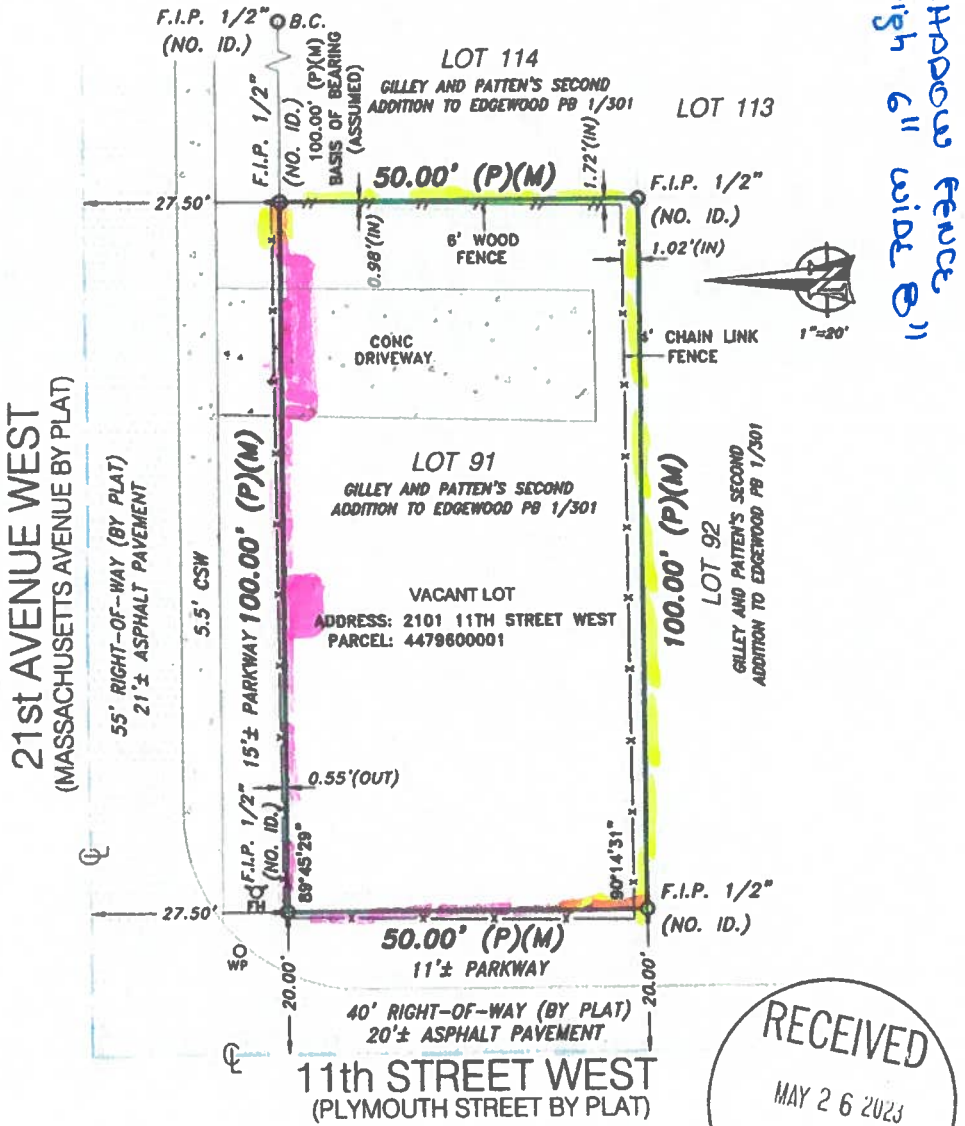
NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP/S
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

Proudly Serving the Florida Real Estate Community for Over 20 Years
WWW.MELANDSERVICES.COM

This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

SHADOW FENCE HIGH 6" WIDE @ 11



RECEIVED
MAY 26 2023
CITY OF BRADENTON
PLANNING DEPT.

Accepted By: _____

Property Address:
2101 11th Street W.
Bradenton, FLORIDA 34205

Notes: NO NOTES

SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THE BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES. NO. 5101

SIGNED _____ FOR THE FIRM
Miguel Espinosa
STATE OF FLORIDA
P.S.M. No. 5101

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND THE EMBOSSED OR DIGITIZED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL EMBOSSED SEAL OF A LICENSED SURVEYOR AND MAPPER

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989


3:11
70
December 10, 2023
2:28 PM
Edit
HDR
176



Gmail

Rosana Cordoba <rosanarokita@gmail.com>

FZR- Permit 232011- 1011 21st Ave W, Bradenton- FENCE

12 mensajes

Zoning <Zoning@cityofbradenton.com> 12 de diciembre de 2023, 2:57 p.m.
Para: "rosanarokita@gmail.com" <rosanarokita@gmail.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl
<monica.friedl@bradentonfl.gov>

Good afternoon,

I am reaching out in regard to Permit 232011 we have associated with 1011 21st Ave W, Bradenton. The Scope of Work was for a fence and failed due to the fact a vacant lot can not be enclosed with a fence without a permitted primary structure as existing. I was reaching out to see if you need us to close out the application on in the system or if a primary structure was/is proposed and work will continue?

Please provide an update.

Thank you!

HAVE A GREAT DAY!
City of Bradenton | Planning & Zoning
101 Old Main St. - Bradenton, FL 34205
Direct Line 1- Isabell: 941-932-9409
Direct Line 2- Monica: 941- 932- 9422
M-TH 7:30-4:30 | Fri 7:30-3:30

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your email address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Rosana Cordoba <rosanarokita@gmail.com> 12 de diciembre de 2023, 6:10 p.m.

Para: Zoning <Zoning@cityofbradenton.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>

Good evening,

Please review permit# 220300, which it was approved previously on 6/2/2022, permit #232011 was approved later on this year for fencing since there is a house in the lot. We are finishing the last details in the house before requesting the final/vacancy inspection.

Please let me know if you need anything else. Thank you

Zoning <Zoning@cityofbradenton.com> 13 de diciembre de 2023, 3:25 p.m.
Para: Rosana Cordoba <rosanarokita@gmail.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl
<monica.friedl@bradentonfl.gov>

Hello,

After reviewing the approved permit for a Single Family residence for Permit 220300, an updated Boundary Survey needs to be resubmitted for Permit 232011 to reflect the adding on of the Primary residence as well as compliance with the height allowance pursuant to the Form Based Code. I have **attached** the page that relates to those standards.

Please provide a Plan Amendment coversheet (**attached**) with a description of the requested information and email to zoning@bradentonfl.gov

Thank you!
HAVE A GREAT DAY!
City of Bradenton | Planning & Zoning
101 Old Main St. - Bradenton, FL 34205
Direct Line 1- Isabell: 941-932-9409
Direct Line 2- Monica: 941- 932- 9422
M-TH 7:30-4:30 | Fri 7:30-3:30

From: Rosana Cordoba <rosanarokita@gmail.com>
Sent: Tuesday, December 12, 2023 6:10 PM **To:** Zoning <Zoning@cityofbradenton.com>
Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>; Isabell De Jesus <Isabell.Dejesus@bradentonFL.gov>; Monica Friedl <monica.friedl@bradentonFL.gov>
Subject: [EXTERNAL] Re: FZR- Permit 232011- 1011 21st Ave W, Bradenton- FENCE

You don't often get email from rosanarokita@gmail.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

From: **Zoning** <Zoning@cityofbradenton.com>
Date: Wed, Dec 13, 2023 at 3:25 PM
Subject: Re: [EXTERNAL] Re: FZR- Permit 232011- 1011 21st Ave W, Bradenton- FENCE
To: Rosana Cordoba <rosanarokita@gmail.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>

[Texto citado oculto]

2 archivos adjuntos

4.13 Fence Standards.pdf
29K

PLAN AMENDMENT COVERSHEET.pdf
242K

Carolina Jette <cfernece@gmail.com > 18 de diciembre de 2023, 9:49 a.m.
Para: Rosana Cordoba <rosanarokita@gmail.com>

[ ]

fence permit.pdf
2142K

Rosana Cordoba <rosanarokita@gmail.com > 18 de diciembre de 2023, 9:53 a.m.
Para: Zoning <Zoning@cityofbradenton.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl
<monica.friedl@bradentonfl.gov>

Good morning,

Please see attached.

Thank you
[Texto citado oculto]

fence permit.pdf
2142K

Zoning <Zoning@cityofbradenton.com > 18 de diciembre de 2023, 3:42 p.m.
Para: Rosana Cordoba <rosanarokita@gmail.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>

Good afternoon,

Permit **232011** has failed zoning review per the noted reason:

1. Please provide a Boundary survey so easements and boundary dimensions can be identified
2. Clearly identify the varying height on the boundary survey
3. This site is located within the Form Based Code area with accompanying fence regulations, see the noted height restrictions below:
    a. **FBC/4.13:** "A fence not more than 4 feet in height may be located along all property lines."
    b. **FBC/4.13:** " A fence nor more than 6' in height may be allowed on any property line that is located **at or behind the facade of the primary structure."** (please note the structures primary frontage on the boundary survey)
    c. "No fence shall be erected that interferes with sight visibility triangles
        i. **Land Use/4.1.1** "All structures shall maintain a 35-foot visibility triangle from an intersection of two streets or a street and alley."
4. Please provide a Plan Amendment coversheet (**attached**) with a description of the revised scope of work and email to zoning@bradentonfl.gov

Thank you!

HAVE A GREAT DAY!
City of Bradenton | Planning & Zoning
101 Old Main St. - Bradenton, FL 34205
Direct Line 1- Isabell: 941-932-9409
Direct Line 2- Monica: 941- 932- 9422
M-TH 7:30-4:30 | Fri 7:30-3:30

From: Rosana Cordoba <rosanarokita@gmail.com>

PLAN AMENDMENT COVERSHEET.pdf
242K

Rosana Cordoba <rosanarokita@gmail.com> 18 de diciembre de 2023, 8:37 p.m.
Para: Zoning <Zoning@cityofbradenton.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>

Good afternoon,

I don't understand how the permit failed when it was previously approved. When I submitted the permit application, the city of Bradenton provided me with the measures that I had to follow.

The 8 feet fences cost double of what a 4 feet fence cost. If the rules changed, I wasn't notified.

Please provide me with the contact information of the coordinator or the person in charge. The permit was approved and the fences are in place based on the information provided by the town.

Thank you

Zoning <Zoning@cityofbradenton.com> 19 de diciembre de 2023, 3:16 p.m.
Para: Rosana Cordoba <rosanarokita@gmail.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>

Hi Rosana,

I know this site has had a few permits associated with it a er doing some research. This specific Permit was associated with a fence and was originally received on 5/26/23. The items you provided on 12/18/23 were associated with Permit **220300** which was issued for the Single Family Residence which is a different Permit that was already issued. An email went out to you on Friday, May 26th 2023 at 1:52 pm first indica ng a failed review for Permit **232011** due to the fact at that me no principal structure was yet constructed. Now that a permanent structure is affixed, we proceeded with our next round of reviews based off the information provided.

I have attached the guidelines on the fence standards per the Form Based Code. I also have Greg, our Assistant Director for Planning & Community Development copied on this email chain. He is out of office and can assist if you still have questions when he returns this week.

I hope this helps and thank you!

HAVE A GREAT DAY!
City of Bradenton | Planning & Zoning
101 Old Main St. - Bradenton, FL 34205
Direct Line 1- Isabell: 941-932-9409
Direct Line 2- Monica: 941- 932- 9422
M-TH 7:30-4:30 | Fri 7:30-3:30

Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit

De: **Rosana Cordoba** <rosanarokita@gmail.com>
Date: vie, 5 ene 2024 a la(s) 9:48 a.m.
Subject: Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit
To: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>, Zoning <Zoning@cityofbradenton.com>

Good morning,

I would like to schedule an in person meeting due to multiple issues regarding the approved fence permit. Please see below point by point that I would like to get clarification on in order to get the problem resolved.

1. Necia Austin left a stopwork on the property because there was no permit for the fence. And although we quickly contacted her to let her know that this was not the case, she gave us a firm refusal without being able to show her the permits. However, I attached the screenshot of the approved permit, although trying to find it online after this situation described generates an error indicating the deletion of the information. Any specific reason why this is happening?

2.Permit #232011 was approved in May 2023. We were explicitly informed that no additional action was required and work could begin per the specifications of this permit. The size of the fence is an integral part of this approved permit, however, the inspector is requiring us to do something different than what we adjusted to when the city informed us and we adjusted. Why the change of the fence size, after the permit has been approved?
3. We're unable to locate an email allegedly sent on May 26th, 2023, at 1:52 pm. Could you share a screenshot or forward the email for clarification?

Furthermore:

- Attached are permits and inspection records that confirm the existence of a primary property before the fence installation, as indicated by approved inspections.

The discrepancy in the approved measures (originally 5 by 8 and now smaller) raises the question of expenses, due to a discrepancy in the information between the entity that grants the permits and the person inspecting it, so it should not suffer the

economic loss. nor the stopwork that was placed without an attempt at dialogue to ensure the information corresponding to the work in question

This ongoing exchange is becoming time-consuming. I'll be in Florida this Friday and propose an in-person meeting to address all property-related matters and any outstanding issues. Please confirm a suitable date and time for this meeting.

If there are further requirements, please let me know, and I'll ensure hard copies of all requested documents are provided.

Awaiting your prompt response.

Have a good day.

Warm regards,

From: **Isabell De Jesus** <Isabell.Dejesus@bradentonfl.gov>
Date: Fri, Jan 5, 2024 at 10:31 AM
Subject: RE: [EXTERNAL] Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit
To: Rosana Cordoba <rosanarokita@gmail.com>, Greg DeLong <Greg.Delong@bradentonfl.gov>, Monica Friedl <Monica.Friedl@bradentonfl.gov>

Good Morning Rosana,

Please see the attached.

As you can see the permit was submitted in paper form on May 26,2023, you indicated on the application wide 8 and high 6''.

The permit was reviewed by Rachel and Denied due to the fact that vacant lots cannot be fenced in. After the home was approved Monica then performed the review for the fence permit in which it was denied again due to the permit needing a new boundary survey and a clear indication of the fence height.

You then submitted an amendment for the fence permit again as requested and it was denied once again for the 8' high fence which is not allowed.

I did speak with you in person about the single family home permit as you wanted to add a garage which required an adjustment which was reviewed by the director and approved. There may be some confusion on your end with mix up on permits.

After this email if you would still like to still come in an speak with someone that is ok but in conclusion you cannot have a 8' high fence. We are still waiting on an amendment for the requested revisions and the fence permit has not been approved.

Thank you,

Isabell De Jesus | Planning and Zoning Tech.
City of Bradenton | Planning & Community Development
101 Old Main St. - Bradenton, FL 34205
Direct Line: 941-932-9409
Email: Isabell.dejesus@bradentonFL.gov
M-TH 7:30-4:30 | Fri 7:30-3:30

R

Rosana Cordoba <rosanarokita@gmail.com> 5 ene 2024, 10:44 a. m.

para Isabell, Greg, Monica

Good morning Isabell,

The wide is 8 and the high is 5 on the corners, the rest of the fences are 6 by 8 (wide).

Rosana Cordoba <rosanarokita@gmail.com> 5 ene 2024, 12:50 p. m.

para Isabell, Greg, Monica

Please, let me know, what else is needed from our end? Since the fences have the correct size.

I have the invoice from Home Depot showing the size of the fence.

Monica Friedl <Monica.Friedl@bradentonfl.gov> 8 ene 2024, 4:06 p. m.

para mí, Isabell, Greg

Hi Rosana,

That is fine but we will still need a boundary survey that has been completed by a land surveyor to identify setbacks, easements, utilities and boundary dimensions. On this boundary survey please label where the intended location will be for the fence and the proposed height clearly noted along the property lines. The previous diagram provided was not a boundary survey.

Please also keep in mind, due to the cross streets of this site, you will need to maintain a 35 foot visibility triangle on the corner of 11st Street Ave and 21st St Ave W as no fence may be erected that interferes with this sight visibility. As previously mentioned:

a. A fence not more than 4 feet in height may be located along all property lines.

b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.

Please provide a Plan Amendment coversheet (**attached**) with a description of the revised scope of work and email to zoning@bradentonfl.gov

Thank you!

From: Rosana Cordoba <rosanarokita@gmail.com>
Sent: Friday, January 5, 2024 9:49 AM
To: Greg DeLong <Greg.Delong@bradentonfl.gov>; Isabell De Jesus <Isabell.Dejesus@bradentonFL.gov>; Monica Friedl <Monica.Friedl@bradentonFl.gov>; Zoning <Zoning@cityofbradenton.com>
Subject: [EXTERNAL] Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Carolina Jette <cfernece@gmail.com> Jan 9, 2024, 11:39 AM

to Monica

Good afternoon Monica,

I apologize since I wont be able to make it in person. I had to pick up my child earlier from her first day of school. Can we schedule a call?

Thank you

Monica Friedl <Monica.Friedl@bradentonfl.gov> Jan 9, 2024, 1:06 PM

to Greg, Isabell, me

Hi Carolina,

No worries, let me know a time that works best for you.

Carolina Jette <cfernece@gmail.com> Jan 9, 2024, 1:07 PM

to Monica, Greg, Isabell

1:30 p.m. works for me.

Thank you

Monica Friedl <Monica.Friedl@bradentonfl.gov> Jan 9, 2024, 1:11 PM

to me, Greg, Isabell

You got it, you can give me a call then unless you have a number you want me to reach out to you on.

Carolina Jette <cfernece@gmail.com> Jan 9, 2024, 1:18 PM

to Monica, Greg, Isabell

THIS IS NOT A COPY OF THE ACTUAL EMAIL

Rachel Arsenault

From: Rachel Arsenault
Sent: Friday, May 26, 2023 1:52 PM
To: rosanarokita@gmail.com
Cc: Greg DeLong
Subject: Permit #232011 - 1011 21st Ave W

Good afternoon,

Permit #232011 has failed planning review due to the following:

- Vacant lots cannot be enclosed with a fence without the presence of a permitted primary structure.

Please let me know if you have any questions.

Thank you,

Rachel Arsenault
City Planner
City of Bradenton
101 Old Main Street
Bradenton, Florida 34205-7865
Phone: (941) 932-9422
Office Hours: M-Th 7:30-4:30 | Fri. 7:30-3:30

This number correspond to Monica.

bradenton

Permitting <Permitting@bradentonfl.gov>
8 ene 2024, 3:26 p.m.
para Carolina, Monica, mí

You may walk in Monday th[illegible] Thursday 7:30 to 4 and on Fridays 7:30 to 3. Or call Monica 941-932-9422 to discuss

Gmail

Carolina Jette <carolina@drobinsonesq.com>

AD.24.1693- 1011 21ST AVE W - FBC ADJUSTMENT

31 messages

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Wed, May 15, 2024 at 9:39 AM
To: Rosana Cordoba <rosanarokita@gmail.com>, "carolina@drobinsonesq.com" <carolina@drobinsonesq.com>
Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>

Good morning,

Your adjustment request has been denied, please see the letter attached.

I have attached our appeal application mentioned in the denial letter. You may appeal the denial or bring the fence into compliance with code. If you decide to apply for the appeal it has to be within 30 days of this notice or you have 60 days to bring the fence into compliance.

Thank you

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



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2 attachments

AD.24.1693- 1011 21ST AVE W - FBC ADJUSTMENT.pdf
2233K

Appeals Application.pdf
221K

Carolina Jette <carolina@drobinsonesq.com> Mon, May 20, 2024 at 11:52 AM
To: ceandiscountfences@outlook.com

Carolina Jette
Senior Paralegal

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

This communication is for its intended recipient only and may contain privileged, confidential, and exempt from disclosure under applicable law. This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act (18 U.S.C. 2701) and the Federal Wiretap Act (18 U.S.C. 2510). Disclosure is strictly limited to the recipient intended by the sender of the message. This communication may contain confidential information and privileged material for the sole use of the intended recipient, and receipt by anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. If you are not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any unauthorized use, dissemination, distribution, or copying of this communication is strictly prohibited and may subject you to a criminal or civil penalty. If you have received this communication in error, please notify us immediately by telephone (646-766-8010) or e-mail reply, delete the message from your system, and destroy any hard copy you may have printed. Thank you.
[Quoted text hidden]

2 attachments

AD.24.1693- 1011 21ST AVE W - FBC ADJUSTMENT.pdf
2233K

Appeals Application.pdf
221K

Carolina Jette <carolina@drobinsonesq.com> Wed, May 22, 2024 at 11:31 AM
To: ceandiscountfences@outlook.com

Hi Cean,

I was just wondering if you have everything ready? We would like to move forward

---

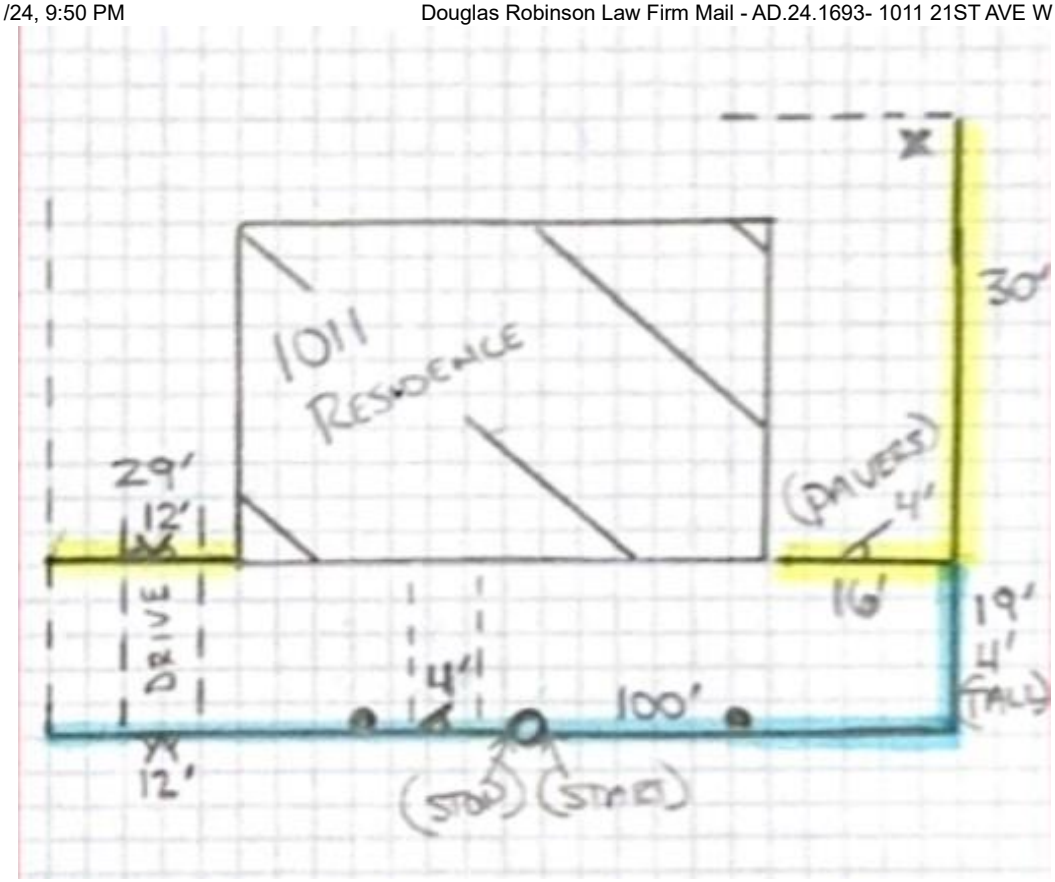
Carolina Jette <carolina@drobinsonesq.com> Wed, May 29, 2024 at 9:33 AM
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>

Good morning Isabell,

Can you please advise if the attached measures would work with the city code?

You will see on the diagram, all portions highlighted in yellow will be 6' tall privacy. All portions highlighted in blue will be 4' tall privacy.

I understand, we still need to submit a new permit for the measures but I want to run it by you before doing it.



Carolina Jette <carolina@drobinsonesq.com> Mon, Jun 3, 2024 at 10:36 AM
To: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Carolina Jette
Senior Paralegal

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[Quoted text
hidden]

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Mon, Jun 3, 2024 at 3:40 PM
To: Carolina Jette <carolina@drobinsonesq.com>
Cc: Rosana Cordoba <rosanarokita@gmail.com>

Good afternoon Carolina,

Please see below:

4.13 FENCE STANDARDS

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

a. A fence not more than 4 feet in height may be located along all property lines.

b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.

c. No fence shall be erected that interferes with sight visibility triangles.

Thank You,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30

Carolina Jette <carolina@drobinsonesq.com> Mon, Jun 3, 2024 at 3:44 PM
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Cc: Rosana Cordoba <rosanarokita@gmail.com>

Thank you for the response.

We are currently working with a fence company, and they sent me that according to the code.

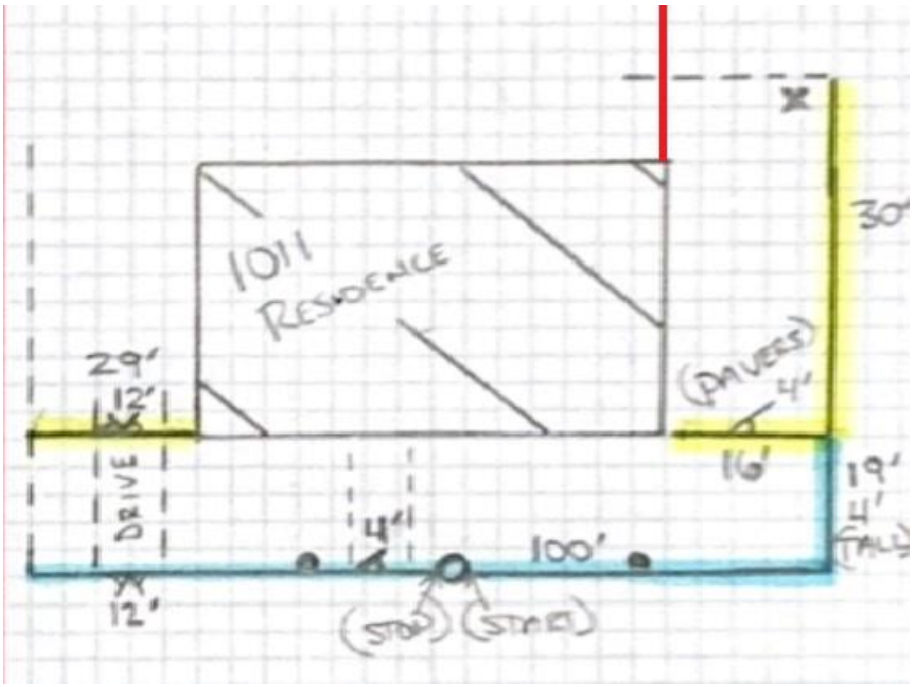
We really don't want to keep paying more fees and wasting more money and time.

In other words, the second fence (privacy) is not an option, correct?

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Mon, Jun 3, 2024 at 3:59 PM
To: Carolina Jette <carolina@drobinsonesq.com>
Cc: Rosana Cordoba <rosanarokita@gmail.com>

Good afternoon,

The red line indicates where the 6' high fence can be located.



Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30

Good afternoon Carolina,

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c. No fence shall be erected that interferes with sight visibility triangles.

[Quoted text hidden]

[Quoted text hidden]

Carolina Jette <carolina@drobinsonesq.com> Mon, Jun 3, 2024 at 4:25 PM

To: ceandiscountfences@outlook.com

Hi Cean,

See below, I send your plan for the fences to the city since we just want to make sure everything will go through, and they said we cannot have a double fence were we would like too. See the email below and let me know.

We want to start the project right away but with all the back and forth we are concerned of the city rejecting the permit again.

Thank you

Carolina Jette

Carolina Jette
Senior Paralegal

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---------- Forwarded message ---------

From: **Isabell De Jesus** <Isabell.Dejesus@bradentonfl.gov>

[Quoted text hidden]

[Quoted text hidden]

Carolina Jette <carolina@drobinsonesq.com> Mon, Jun 3, 2024 at 4:31 PM

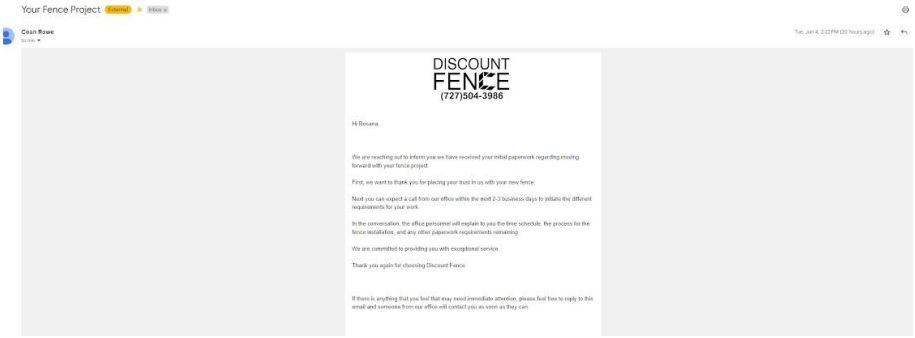
Carolina Jette <carolina@drobinsonesq.com> Wed, Jun 5, 2024 at 10:56 AM
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Greg.Delong@bradentonfl.gov,

"rosanarokita@gmail.com" <rosanarokita@gmail.com> Good morning Isabell,

We've hired a company to handle the permit and install the new fences.

According to their email, they estimate it'll take 2 days to process the permit. Do you require any documents from our side to demonstrate that we're ensuring compliance with the new fences?

Thank you


Your Fence Project

Cean Rowe

DISCOUNT FENCE
(727)504-3986

Hi Rosana,

We are reaching out to inform you we have received your initial paperwork regarding moving forward with your fence project.

First, we want to thank you for placing your trust in us with your new fence.

Next you can expect a call from our office within the next 2-3 business days to initiate the different requirements for your work.

In the conversation, the office personnel will explain to you the time schedule, the process for the fence installation, and any other paperwork requirements remaining.

We are committed to providing you with exceptional service.

Thank you again for choosing Discount Fence.

If there is anything that you feel that may need immediate attention, please feel free to reply to this email and someone from our office will contact you as soon as they can.

On Wed, May 15, 2024 at 9:39 AM Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> wrote:
[Quoted text hidden]

[Quoted text hidden]

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Mon, Jun 10, 2024 at 10:08 AM
To: Carolina Jette <carolina@drobinsonesq.com>, Greg DeLong <Greg.Delong@bradentonfl.gov>, "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Good morning Carolina,

I apologize for the delayed response. No the company just needs to be registered with the City and they may take over the existing fence permit by filling out the attached change of contractor form. The form would have to be submitted to permitting@bradentonfl.gov or they may come in office for the change.

Thank You,

CHANGE OF CONTRACTOR.pdf
699K

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Tue, Jun 18, 2024 at 7:49 AM
To: "carolina@drobinsonesq.com" <carolina@drobinsonesq.com>
Cc: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Good morning Carolina,

The deadline for the appeal has passed and the fence is still non-compliant.

Is the contractor coming in office to register and place the permit under their name to make the necessary changes?

Thank You,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30

Carolina Jette <carolina@drobinsonesq.com> Tue, Jun 18, 2024 at 1:17 PM
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>
Cc: "rosanarokita@gmail.com"

<rosanarokita@gmail.com> Good

afternoon, Isabell,

The fence company was supposed to submit the permit by Friday. I followed them this morning and am waiting for their response.

As far as I know, we are on track to meet the city code compliance requirements.

Do you need the contact information of the person responsible for submitting the permit? They have everything they need from our end to proceed.

I can also send you a copy of the payment we sent them.

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> Wed, Jun 19, 2024 at 1:00 PM
To: Carolina Jette <carolina@drobinsonesq.com>
Cc: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Good Afternoon,

I do not need to get in contact with the contractor but they do need to come in for the permit.

Thank You,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30

Carolina Jette <carolina@drobinsonesq.com> Wed, Jun 19, 11:13 AM (12 days ago)

to Isabell.Dejesus

Good morning, Isabell,

Please see below the change of contractor from submitted by the company.

Carolina Jette
Senior Paralegal
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Isabell De Jesus Jun 19, 2024, 3:32 PM (12 days ago)

to Greg, me

Good afternoon Carolina,

The email below is showing me that the company needs to submit the information via our online permitting system GO POST.

Thank You,

Isabell De Jesus | Planning and Zoning Tech.
City of Bradenton | Planning & Community Development
101 Old Main St. - Bradenton, FL 34205
Direct Line: 941-932-9409
Email: Isabell.dejesus@bradentonFL.gov
M-TH 7:30-4:30 | Fri 7:30-3:30



Karina Hernandez Jun 20, 2024, 11:41 AM (11 days ago)

to me

Good morning Carolina,

The form we sent in was the request contractor forms, the city sent back a blank form to just give us the forms they needed for us to fill out and drop off to the city.

We spoke to and sent the forms to Jennifer initially, and it looks Isabell is who you are speaking with. I am not sure why they are saying for us to go online to submit everything, when Jennifer said to continue to do everything through in person.

I think the best of plan of action would be to send Crystal with all the appropriate documents down to the city to ensure that everything is in the cities hands and if anything is needed to be done differently, they will inform us in person and we can get whatever needs rectified handled immediately.

I think as well communicating with two different people is making things very confusing as well, so when Crystal goes to drop everything off with the city tomorrow, I will have her see if she can get the contact information for the best person to contact in regards to this permit resubmittal, so we are speaking with the exact person in charge.

Thank you,
Karina

Crystal Perez <crystalp@discountfences.net> Fri, Jun 21, 2024 at 1:36 PM
To: Carolina Jette <carolina@drobinsonesq.com>

Hello,

I visited the city of Bradenton to submit the change of contractor. Unfortunately, the change of contractor signature wasn't accepted because it was supposed to be signed by the homeowner since it was a homeowner-builder permit. They did inform me that starting off with a brand-new permit will be the best course of action. With that being said they are requiring a letter to be emailed to them notarized saying that you'll like to withdraw the permit application that was first sent by the homeowner. Please make sure to include the permit number within this letter. Once the letter has been emailed, we can then submit online for the new fence permit. Per the city of Bradenton they will not accept the new application without the letter. They did inform me that online and in person permit submissions will take 5-10 business days. Please let me know if you have any question or concerns. Thank you.

Crystal Perez
Discount Fence
727-504-3986

C

Carolina Jette <carolina@drobinsonesq.com>

Mon, Jun 24, 12:24 PM

to Crystal

Hi Crystal,

I'm currently going back and forth with the city. If they said we never had a permit, now what's the point to "drop" the initial permit!

Carolina Jette

Crystal Perez <crystalp@discountfences.net>

Wed, Jun 26, 1:23 PM

to me

Hello,

Following up to see if the letter to void out the previous permit application has been sent. Just a reminder we cannot submit a new application until the letter has been sent over. Please let me know if there's anything I can do on my end to help out.

Thank you

Crystal Perez

Discount Fence

C

Carolina Jette <carolina@drobinsonesq.com> Jun 26, 2024, 1:28 PM

to Crystal

Hi Crystal,

Do you remember whom you spoke to?

Crystal Perez <crystalp@discountfences.net> Jun 26, 2024, 1:53 PM

to me

Hi Carolina,

I unfortunately do not remember their name. She explained to me that the permit was applied for and revisions were sent, but no corrections were submitted. Due to the extensive back and forth, they suggested voiding the permit application since it wasn't issued. Starting fresh with a new permit and new plans would be the best course of action to avoid further confusion and move forward with the new fence installation. However, they are requesting a notarized letter to void the initially submitted permit application.

Crystal Perez

Discount Fence

Permit#232011

External

Inbox

Search for all messages with label Inbox

Remove label Inbox from this conversation

C

Carolina Jette <carolina@drobinsonesq.com> Aug 20, 2024, 2:50 PM

to Robin.Singer

Good afternoon, Ms. Singer,

I hope this email finds you well. The fence company is experiencing difficulties in taking over the original permit. The change of contractor form was submitted in July, and last week, someone informed the fencing company that they needed to provide proof of insurance. Additionally, someone from your department requested that the fence company submit all their documents. Now, they are asking me for a fence affidavit and a waiver of liability.

As I have already paid the fence company to take over the permit and the construction of the fence, I'm concerned about why I would be held responsible if something goes wrong. Shouldn't the fence company bear that responsibility?

Could you please provide a clear list of what is actually required? It feels like we are moving backwards, and I'm struggling to understand why.

Thank you for your assistance.

--

Carolina Jette
Senior Paralegal

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One attachment • Scanned by Gmail

C

Carolina Jette <carolina@drobinsonesq.com> Aug 22, 2024, 1:13 PM

to Volker.Reiss, Robin.Singer

Good afternoon, Ms. Singer,

I'm following up on my previous email regarding the permit. If you're not the person handling this, could you please direct me to the appropriate party to contact?

Thank you for your assistance.

Robin D. Singer <Robin.Singer@bradentonfl.gov> Aug 22, 2024, 4:08 PM

to me, Volker

Ms. Jette,

My apologies for the difficulty with the change of contractor. I will check with my staff to see what the hold up is.

Robin D. Singer

Planning and Community Development Director

City of Bradenton, Florida

(941) 932-9408

From: Carolina Jette <carolina@drobinsonesq.com>
Sent: Thursday, August 22, 2024 1:14 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Volker Reiss <Volker.Reiss@bradentonFL.gov>
Subject: [EXTERNAL] Re: Permit#232011

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

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Robin D. Singer <Robin.Singer@bradentonfl.gov> Aug 22, 2024, 4:38 PM

to Greg, me, Volker

While we are waiting for the permit application issues to be resolved, there was an issue with the allowable height of the fence. The plans submitted were not compliant.

The property is zoned T4-R, which is within our form based code area. The sight visibility triangle measures 35 feet along the two front property lines from the intersection of those lines. I'll attempt a diagram of what his would allow for this property below.

4.13

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject t o the following general standards for zones T3, T4-R, T4-O, T5, T6.

a. A fence not more than 4 feet in height may be located along all property lines.

b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applica ble) that is located at or behind the façade of the primary structure.

c. No fence shall be erected that interferes with sight visibility triangles.

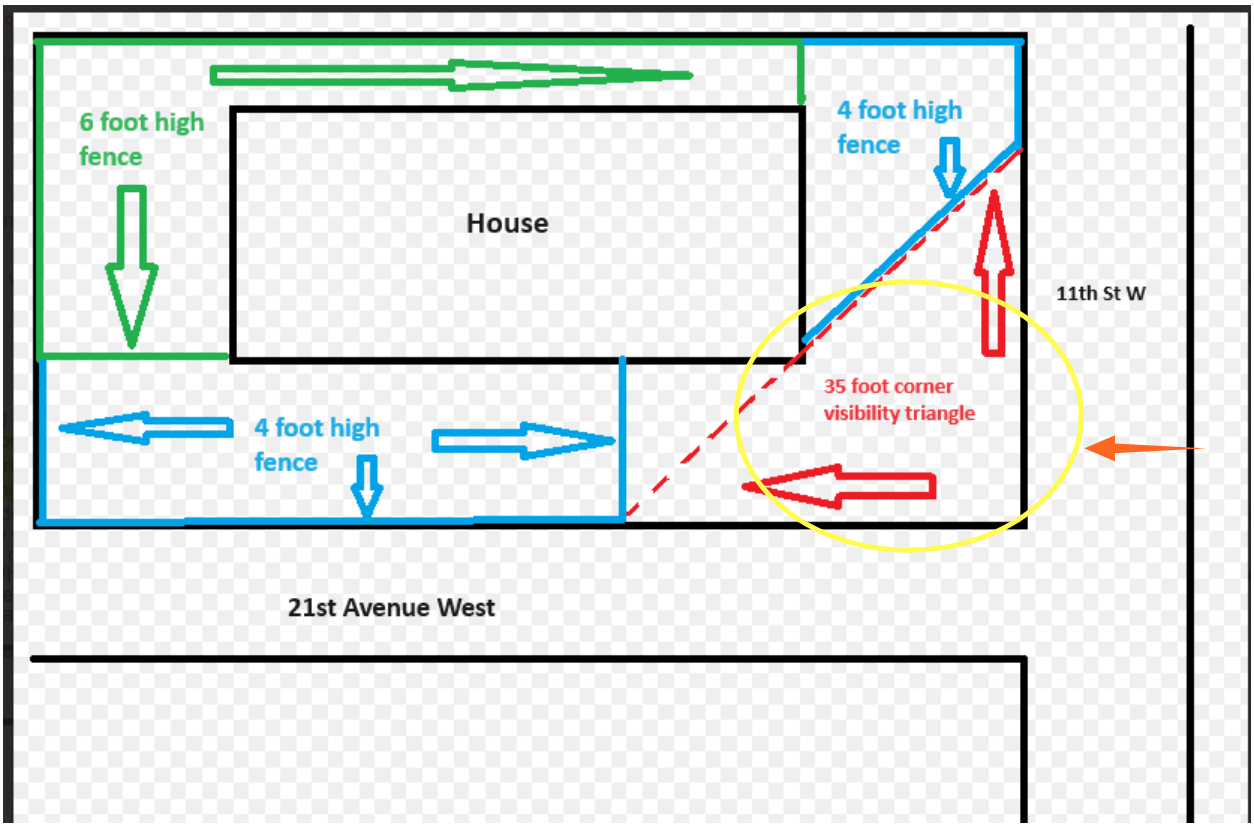
d. Fences, or garden walls, of permanent construction may be made of metal, wood, vinyl, mason ry, or concrete. Other fences or supporting structure materi- als may be considered by the PCD Dire ctor. Such fences may be subject to re- view by the Fire Department and the Building & Constructio n Services Division.

e. Barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties only.

f. Vacant lots cannot be enclosed with a fence without the presence of a permit- ted primary stru cture.

g. The City shall not be responsible for improperly placed fences. When the PCD Director determi nes that a fence has been improperly placed, the owner of the fence shall relocate the fence within ten days of a notice of violation issued by the City. A fence or hedge may be permitted within an eas ement, provided the owner signs an affidavit, prior to the issuance of a fence permit stating that if it becomes necessary for the City or public utility to use the easement,
the property owner will remove any portion or all of the fence at his/her expense.

h. Temporary fences may be permitted for non-
residential uses with approval by the PCD Director for up to two years from permit approval. An exte nsion maybe granted up to one year by the PCD Director.



UNABLE TO MEET THE VISIBILITY TRIANGLE AS PER THE STRUCTURE OF THE HOUSE

From: Carolina Jette <carolina@drobinsonesq.com>
Sent: Thursday, August 22, 2024 1:14 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Volker Reiss <Volker.Reiss@bradentonFL.gov>
Subject: [EXTERNAL] Re: Permit#232011

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon, Ms. Singer,

C

Carolina Jette <carolina@drobinsonesq.com> Aug 23, 2024, 7:53 AM

to Robin, Volker, Greg

Good morning, Ms. Singer,

Thank you for your response. I will forward your email to the company to ensure everything is back on track and in full compliance with the city code.



Carolina Jette <carolina@drobinsonesq.com> Aug 23, 2024, 7:55 AM

to karinah, cean, crystalp

Good morning,

Please find below the email from the Director of the Zoning Department.

The submitted plans were not in compliance with the city code.



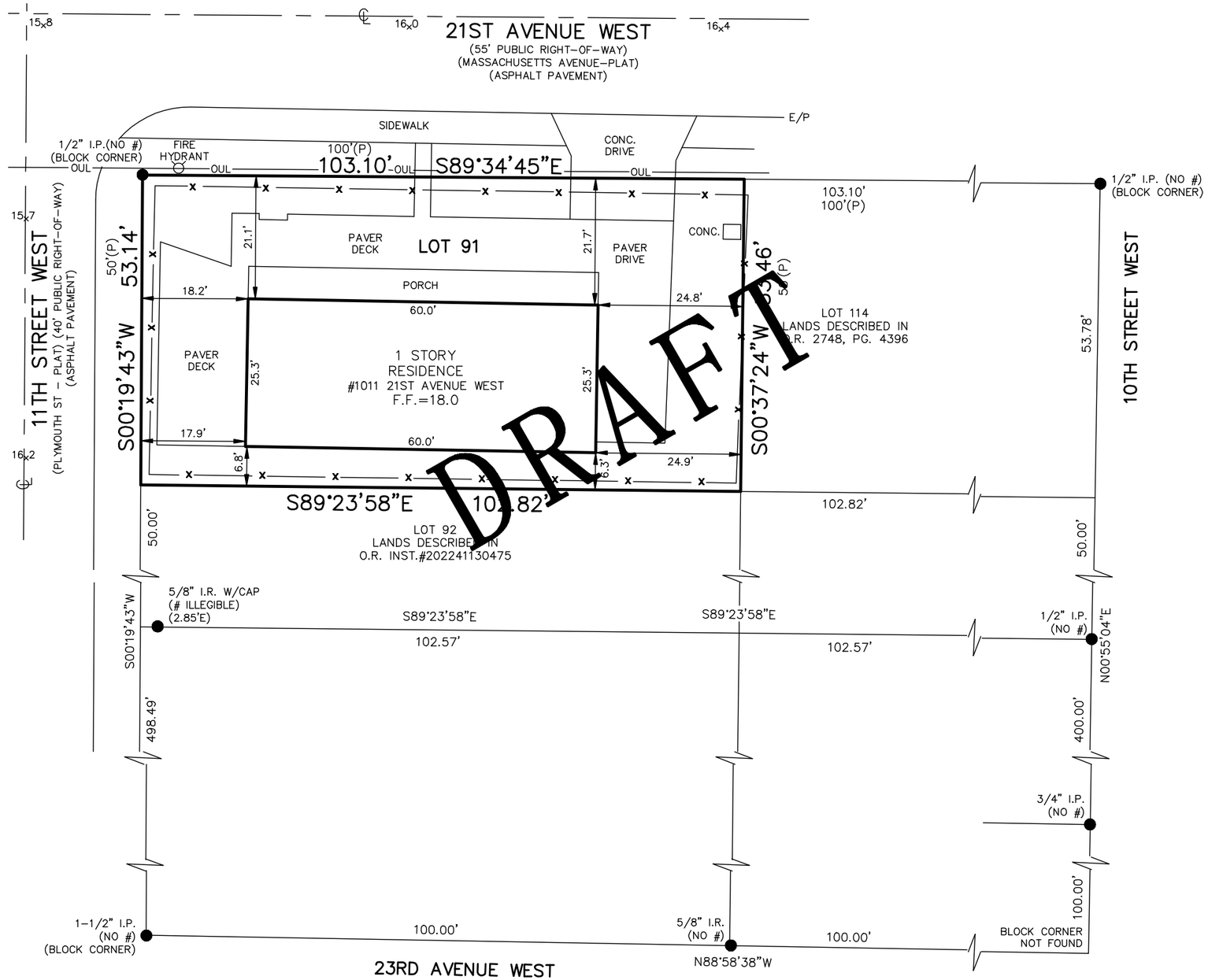
Karina Hernandez <KarinaH@discountfences.net> Aug 23, 2024, 8:35 AM

to me

Good morning Carolina,

We have revised the plans up to code but the city requires a fence affidavit to be submitted before we can continue, so once we have the affidavit, we'll be good to go.

EXHIBIT B



LEGAL DESCRIPTION:

LOT 91, GILLEY AND PATTEN'S SECOND ADDITION TO EDGEWOOD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK I, PAGE 301, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

.

LEGEND AND ABBREVIATIONS:

E/P	EDGE OF PAVEMENT
(P)	PLAT DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
O.R./PG.	OFFICIAL RECORDS BOOK/PAGE
D.B./PG.	DEED BOOK/PAGE
P.B./PG.	PLAT BOOK/PAGE
C.L.F.	CHAIN LINK FENCE
W.F.	WOOD FENCE
V.F.	VINYL FENCE
OUL	OVERHEAD UTILITY LINE
14x5	INDICATES SPOT ELEVATION
FF	FLOOR ELEVATION

- ● IRON ROD (I.R.) OR IRON PIPE (I.P.) FOUND
- ■ CONCRETE MONUMENT (C.M.) FOUND
- ○ 5/8" I. ROD SET W/CAP PSM#6333
- ⊘ UTILITY POLE

SURVEYOR'S REPORT:

1. DATE OF MOST RECENT FIELD SURVEY: 4-15-2024.
2. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, LANDSCAPING, UNDERGROUND UTILITIES AND FOUNDATIONS NOT LOCATED OR SHOWN.
3. BEARINGS BASED ON THE EAST RIGHT-OF-WAY LINE OF 11TH STREET WEST HAVING AN ASSUMED BEARING OF S00°19'43"W.
4. THIS IS NOT A BOUNDARY SURVEY. THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE ABSTRACT. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AFFECTING THIS PROPERTY WHICH HAVE NOT BEEN RESEARCHED AS A PART OF THIS SURVEY.
5. SUBJECT PROPERTY LOCATED IN FLOOD ZONE X, PER FEMA MAP PANEL #12081C0302 F, DATED 8-10-2021.
6. OWNERSHIP OF FENCES NOT DETERMINED BY SURVEYOR.
7. NO LOT LINE EASEMENTS NOTED ON RECORD PLAT.
8. ELEVATIONS BASED ON NGS DATAPOINT COB 1021 WITH A PUBLISHED ELEVATION OF 21.31 NAVD 1988. ELEVATIONS SHOWN IN NAVD 1988 DATUM.

© 2024 Jim Amberger Land Surveying, LLC

AS-BUILT SURVEY
LOT 91,
GILLEY PATTENS ADDITION TO THE CITY OF BRADENTON,
PLAT BOOK 1, PAGE 301,
MANATEE COUNTY, FLORIDA

JIM AMBERGER
LAND SURVEYING, LLC
1055 South Tamiami Trail, Suite 110-B
Sarasota, FL 34236
Phone (941) 955-6333 bergertime@verizon.net
Surveying & Mapping Business Authorization #LB7649

REV.

DATE: 4-24-2024
JOB # 2024072
DWG# B-24072
DRAWN BY: JBA

EXHIBIT C

Bradenton Police Department

VICTIMS' RIGHTS BROCHURE

YOUR RIGHTS AS A VICTIM OR WITNESS:

We realize that for many persons being a victim or witness to a crime is their first experience with the criminal justice and juvenile justice systems. As a victim or witness, you have certain rights within the system. This brochure is being provided to assist with questions you may have regarding those rights. For further information regarding these rights, please contact the State Attorney's Office (SAO) and/or the appropriate law enforcement agency (LEA) handling your case.

OFFICER'S NAME & ID NUMBER: Helms #259

CASE NUMBER: 2024-009067

Bradenton Police Department
100 10th Street West
Bradenton, FL 34205
941-932-9300
www.bradentonpd.com

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
February 26, 2025

Staff Report

Case Number: PLN-APL-24-0001
Applicant: Rosana Cordoba
Owner: Rosana Cordoba
Address: 1011 21st Avenue West
Parcel ID No: 4479600001
Current Zoning: T4-R (Urban General - Restricted)
Future Land Use: UV (Urban Village)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T4-R (Urban General - Restricted)
South: T4-R (Urban General - Restricted)
East: T4-R (Urban General - Restricted)
West: T4-R (Urban General - Restricted)

Future Land Use: North: UV (Urban Village)
South: UV (Urban Village)
East: UV (Urban Village)
West: UV (Urban Village)

REQUEST:

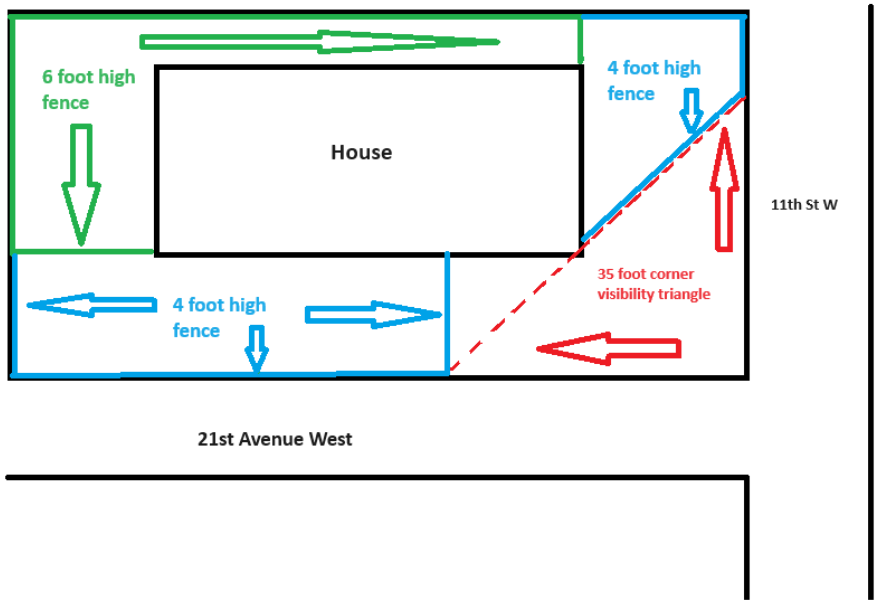
The applicant is requesting a Form-Based Code Adjustment to allow for 5-ft. and 6-ft. solid privacy fencing along the primary and secondary frontages. In addition, since the subject property is a corner lot, the applicant is requesting an adjustment to the required sight triangle at the intersection of two streets. It should be noted that the subject fence was installed without permits.

Form Based Code – Section 4.13.1.a
- Request: 5-ft. and 6-ft. solid privacy fencing within boundary line for both the primary and secondary frontages.
- Allowed: A fence not more than 4-ft. in height may be located along all property lines.

Form Based Code – Section 4.13.1.c
- Request: Fencing to encroach into the required sight visibility triangle.

- Allowed: No fence shall be erected that interferes with sight visibility triangles. Per Chapter 10 of the Land Use Regulations, for street intersections, this triangle is measured 35-ft. in length from the intersection along the abutting right-of-way lines to form a triangle.

Diagram provided to the applicant showing allowable fence heights (not to scale)



The fence was installed without a permit after the construction of a new home. The property owner applied for a permit but was denied due to it not meeting code, as described above.

The petitioner applied for an adjustment to the FBC and was denied based on inconsistencies with the criteria. They were informed of the appeal process but did not apply initially. Following a Special Magistrate hearing, where the Magistrate gave them time to obtain the permit, staff discussed the request with the petitioner and agreed to allow an appeal of the earlier decision.

Appeals of administratively approved Form Based Code Adjustments are heard by City Council. The decision of Council is based on the criteria in Section 1.10.6.b. The PCD Director's denial of this decision was based on an incompatibility with the neighborhood and safety issues with a four or five foot opaque fence in the corner visibility triangle.

Should City Council choose to approve the appeal, staff recommends a condition that the fence in the corner visibility triangle, or portion of the triangle, be removed or lowered to not more than two feet in height. Because the T4-R district permits setbacks at eight feet, and triangle measuring eight feet along each side would provide the same level of visibility.

FORM BASED CODE REGULATIONS:

"4.13 Fence standards

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

a. A fence not more than 4 feet in height may be located along all property lines.

b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.

c. No fence shall be erected that interferes with sight visibility triangles."

LAND USE REGULATIONS:

CHAPTER 10 – DEFINITIONS

"Visibility triangle or vision triangle: A triangular-shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 35 feet in length from the intersection along the abutting right-of-way lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the right-of-way line and along the driveway line to form a triangle."

REVIEW CRITERIA (FORM BASED CODE):

Adjustment requests will be denied if the applicant has not demonstrated to the satisfaction of the PCD Director or applicable review body that the criteria have been met.

i. Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards; and

The fence is somewhat unique in the neighborhood in that it is opaque. A more transparent fence material will allow for natural surveillance and, according to crime prevention through environmental standards, provide a more secure environment. However, the petitioner maintains, and has provided evidence that inappropriate and unsafe behavior has been occurring outside the fence.

ii. Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and

There are other fences in the area along property frontages but, for the most part, these fences are transparent in appearance and provide for the natural surveillance of the surroundings. Fences are generally not located in corner visibility triangles.

iii. Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.

The purpose and intent of the Form Based Code in Section 1.3 is to protect and preserve the public health, safety and general welfare and to assist in the orderly and controlled growth and development of the City. The fence location and height in the corner visibility triangle potentially blocks the view of motorists northbound on 11th Street West. If a portion of this part of the fence were removed or if the fence were changed to a metal picket fence, this issue may be resolved.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

2. Should City Council choose to approve the appeal, staff recommends a condition that the fence in the corner visibility triangle, or portion of the triangle measuring not less than eight feet along each property line, be removed or lowered to not more than two feet in height.

Respectfully submitted,



Robin Singer
Director of Planning & Community Development

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "A"
Location Map



EXHIBIT "B"

Future Land Use Map



EXHIBIT "C"
Zoning Map





View from intersection



View northbound on 11th Street West



View from 11th Street West

Phone: (941) 932-9400

101 Old Main Street
Bradenton, FL 34205

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

To: Rosana Cordoba (Property Owner)

From: Robin Singer, Director of Planning and Community Development

Date: May 15, 2024

Re: Form Based Code Adjustment Application 24.1693 – 1011 21st AVE W

The applicant is requesting a Form-Based Code Adjustment to allow for 5-ft. and 6-ft. solid privacy fencing along the primary and secondary frontages. In addition, since the subject property is a corner lot, the applicant is requesting an adjustment to the required sight triangle at the intersection of two streets. It should be noted that the subject fence was installed without permits.

Form Based Code – Section 4.13.1.a

- Request: 5-ft. and 6-ft. solid privacy fencing within boundary line for both the primary and secondary frontages.
- Allowed: A fence not more than 4-ft. in height may be located along all property lines.

Form Based Code – Section 4.13.1.c

- Request: Fencing to encroach into the required sight visibility triangle.
- Allowed: No fence shall be erected that interferes with sight visibility triangles. Per Chapter 10 of the Land Use Regulations, for street intersections, this triangle is measured 35-ft. in length from the intersection along the abutting right-of-way lines to form a triangle.

Reason for Adjustment**:** Will promote safety and security

After review of the submitted application materials, the request does not meet the Form Based Code factual statements (called findings of fact), therefore the submitted request is **Denied.**

Next Steps:

1. Bring the fencing into compliance within 60 days; or
2. Appeal this decision to either the Architectural Review Board or Planning Commission. Application must be filed within 30-days of the date of this letter. Please see appeal process on the following page.

APPEAL PROCESS

Form Based Code – Section 1.8.c Administrative Interpretation:

c. Appeal of Decision of PCD Director

i. The Architectural Review Board (ARB) or Planning Commission are hereby authorized to hear and decide appeals filed by an aggrieved person in which it is alleged that there is error in any interpretation of a regulation applicable to properties within the Form Based Code Zone Districts made by the PCD Director. The ARB hears appeals regarding architecture, and the Planning Commission hears appeals regarding site plans.

ii. A notice of appeal authorized under the provisions of this Section shall be filed with the PCD Department within thirty (30) days from the date the notice of such decision is mailed, as provided in Section 2.3 of the City of Bradenton's LURs. The ARB or Planning Commission hearing on the appeal from the administrative interpretation shall be a de novo hearing and shall be advertised and conducted in accord with Section 2.3 of the City of Bradenton's LURs.

iii. When an appeal is filed, all proceedings in furtherance of the action appealed from shall be stayed, unless the PCD Director certifies to the ARB or Planning Commission that by reason of facts stated in the appeal, a stay would cause imminent peril to life or property. In such a case, proceedings shall not be stayed other than by a restraining order granted by the ARB or Planning Commission and enforced by an authorized agent of the City of Bradenton or by a court of record on application, on notice to the PCD Director, and on due cause shown

Form-Based Code Adjustment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: MARTIN ALCARAZ/CORDOBA ROSANA

Owner Address: 1011 21st AVE W Telephone: 2018523038

Name of Agent: —

Agent Address: — Telephone: —

Owner/Agent Email: rosenarokita@gmail.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 1011 21st Ave W

Parcel ID: 4479600001 Acreage: _____

Zoning District: _____ *click to view Zoning map

Future Land Use: _____ *click to view FLU map

Ward #: _____ *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Provide a brief description of the Adjustment request: Please see attached documents.

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ▶ Form-Based Code Adjustment Application
- ▶ Application Fee: $200 (Admin Approval). $460 (ARB or Planning Commission Approval, if necessary). $160 (Public Notice/Hearing Signs, if necessary). After the Fact Application and Review Fee: $350
- ▶ Agent Authorization Form, if applicable
- ▶ Letter of Request
- ▶ Four (4) copies of Site Plan / Plot Plan to scale
- ▶ Property Survey (signed & sealed within the last three years)
- ▶ One (1) electronic copy of Adjustment Application and all materials for review in PDF format
- ▶ Additional information may be required for review, as needed

SIGNATURE (REQUIRED)

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

RACHEL [illegible]

Signature of Owner/Applicant Date 05/02/2024

CITY STAFF ONLY

Application Fees:
Fee Required: **$200** (Administrative Approval)
$460 (ARB or PC Approval, if necessary)
$160 (Public Notice/Hearing Signs, if necessary)
$350 (If After the Fact)
FEE COLLECTED: $_____
RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒
Incomplete: ☐ _____

APPLICATION #: 241693

CITY STAFF ONLY

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

PC REVIEW*: _____

ARB REVIEW*: _____

DRC: _____

May 2, 2024

Service: In person & E-mail
City of Bradenton | Planning & Community Development
101 Old Main St. - Bradenton, FL 34205
zoning@bradentonfl.gov

RE: Fence Variance Request

Dear Zoning Department,

We seek a variance for our fence in accordance with code 2.2.8 due to interference with zoning standards caused by our property's structure.

Reasons for the variance include:

1. Structural Limitations: The required measurements and angles mandated by the city would encroach upon our house's columns, rendering fence installation impossible. (According to the structure of the house, the maximum possible angle in the corner is the one described in the attached survey).

2. Traffic and Visibility: Our proposed higher fence, 5ft H., does not impede traffic flow or visibility to the outcoming or outgoing traffic.

3. Safety and Security: Our neighborhood's insecurity and dirt, exacerbated by homelessness and drug-related issues, necessitates a secure environment for our property and family, especially our young granddaughter. Please see the attached pictures.

Attached are details of the proposed wooden fence, including survey measurements and visibility markers. We aim to comply with city ordinances while ensuring our right to the safety and enjoyment of our property. You're understanding and favorable judgment are appreciated.

Thank you.

Rosana Cordoba
Owner
(201) 668-9537
Rosanarokita@gmail.com
1011 21st Ave W,
Bradenton, FL 34205

fees. Offer expires 6/30/2024. Your information is used in accordance with our privacy policy.

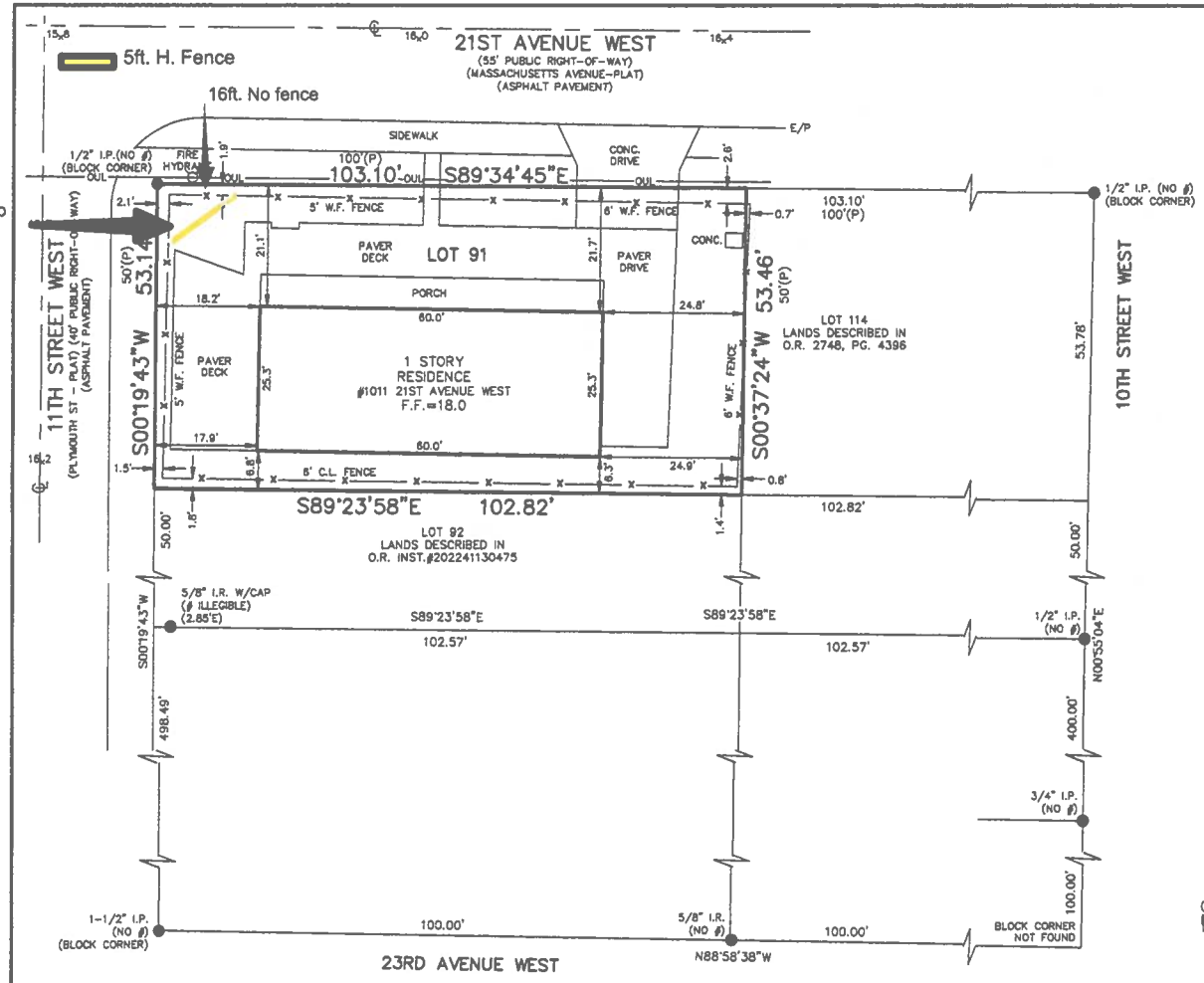
Crime rate maps from ADT

We're monitoring police activity in your area.
Use our interactive map to find out how crime is affecting your community.

1011 21st Ave W, Bradenton, FL



231



LEGAL DESCRIPTION:

LOT 91, GILLEY AND PATTEN'S SECOND ADDITION TO EDGEWOOD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 301, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

E/P	EDGE OF PAVEMENT
(P)	PLAT DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
O.R./PG.	OFFICIAL RECORDS BOOK/PAGE
D.B./PG.	DEED BOOK/PAGE
P.B./PG.	PLAT BOOK/PAGE
C.L.F.	CHAIN LINK FENCE
W.F.	WOOD FENCE
V.F.	VINYL FENCE
OUL	OVERHEAD UTILITY LINE
14x5	INDICATES SPOT ELEVATION
FF	FLOOR ELEVATION
●	IRON ROD (I.R.) OR IRON PIPE (I.P.) FOUND
■	CONCRETE MONUMENT (C.M.) FOUND
Ø○	5/8" I. ROD SET W/CAP PSM#6333
Ø	UTILITY POLE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:
THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT TO THE BEST OF MY KNOWLEDGE, IT IS A TRUE REPRESENTATION OF THE LANDS SHOWN HEREON AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

James B Amberger
Digitally signed by James B Amberger
Date: 2024.05.02 09:30:48 -04'00'

JAMES B. AMBERGER DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6333
(NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL)

JAMES B. AMBERGER LICENSE NUMBER 6333 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR'S REPORT:

1. DATE OF MOST RECENT FIELD SURVEY: 4-15-2024.
2. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, LANDSCAPING, UNDERGROUND UTILITIES AND FOUNDATIONS NOT LOCATED OR SHOWN.
3. BEARINGS BASED ON THE EAST RIGHT-OF-WAY LINE OF 11TH STREET WEST HAVING AN ASSUMED BEARING OF S00°19'43"W.
4. THIS IS NOT A BOUNDARY SURVEY. THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE ABSTRACT. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AFFECTING THIS PROPERTY WHICH HAVE NOT BEEN RESEARCHED AS A PART OF THIS SURVEY.
5. SUBJECT PROPERTY LOCATED IN FLOOD ZONE X, PER FEMA MAP PANEL #12081C0302 F, DATED 8-10-2021.
6. OWNERSHIP OF FENCES NOT DETERMINED BY SURVEYOR.
7. NO LOT LINE EASEMENTS NOTED ON RECORD PLAT.
8. ELEVATIONS BASED ON NGS DATAPOINT COB 1021 WITH A PUBLISHED ELEVATION OF 21.31 NAVD 1988. ELEVATIONS SHOWN IN NAVD 1988 DATUM.

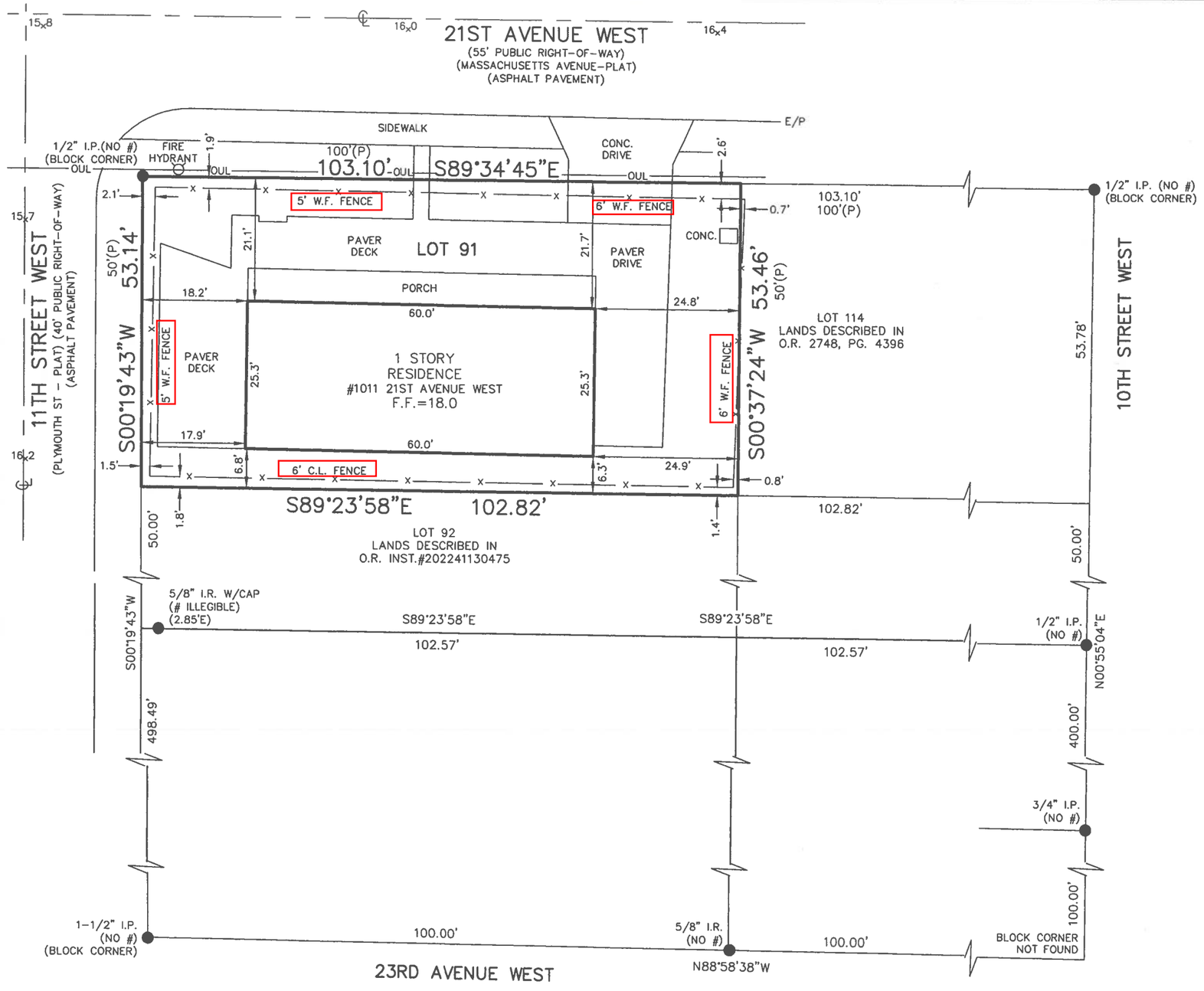
© 2024 Jim Amberger Land Surveying, LLC

AS-BUILT SURVEY
LOT 91,
GILLEY PATTENS ADDITION TO THE CITY OF BRADENTON,
PLAT BOOK 1, PAGE 301,
MANATEE COUNTY, FLORIDA

JIM AMBERGER
LAND SURVEYING, LLC
1055 South Tamiami Trail, Suite 110-B
Sarasota, FL 34236
Phone (941) 955-6333 bergertime@verizon.net
Surveying & Mapping Business Authorization #LB7649

REV.

DATE: 4-24-2024
JOB # 2024072
DWG# B-24072
DRAWN BY: JBA



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5/2/2024

JAMES B. AMBERGER DATE
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AS-BUILT SURVEY
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REV.

DATE: 4-24-2024
JOB # 2024072
DWG# B-24072
DRAWN BY: JBA

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 26, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Proposal for City Centre Garage Retail Space

SUGGESTED ACTION: Review proposal and approve or deny.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The first three-year lease term for the City Centre Garage Retail spaces will be expiring on June 30, 2025, and July 31, 2025. The initial leases have two one-year extension options with six months' notice to the City. Four of the five tenants have all notified the City that the wish to extend their leases for the initial one-year extension term at this time. The Fifth tenant, Stoked Flamingo, has indicated that they will not be renewing their lease upon its expiration on June 30, 2025.

On January 3, 2024, a letter was sent to each of the remaining four tenants informing them that one of the retail spaces would be available beginning July 1, 2025, and letting them know that if they were interested in leasing an additional unit, that they should submit a proposal to be considered by City Council.

Only one tenant, Amy Fleece from Pink & Navy, submitted a proposal for consideration. We are bringing that proposal to you for consideration.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve or deny the proposal by Amy Fleece for rental of an additional City Centre Garage Retail Space.

ATTACHMENTS:
Proposal for City Centre Garage Retail Space

Proposal for City Centre Garage Retail Space

Having been in this retail space for 2.5 years, we have had a unique opportunity to observe downtown customers behavior and hear their interests. Based on these observations we propose a plan to establish a business that invites customers to come create. It provides and activity and destination. A reason for people to come to the area as a group. This business will be a custom tee and creator retail business.

The business will focus on providing high-quality, custom-designed items, primarily t-shirts, ornaments, tote bags, sweatshirts and denim. Customers will be able to pick designs created by local artists and put several designs together however they desire it on a custom item of their choosing. Employees will then print the items for the customer.

By combining the elements of custom apparel and creator support, we aim to cater to a diverse customer base and build a strong brand presence. We expect this to attract people to downtown Bradenton as they come for an opportunity to create. The impact of our various pop-up guests demonstrated what brings value to the area and engages downtown customers. The business will offer regular retail hours where people can come in individually to buy premade items or create their own as well as group opportunities such as kid's birthday parties, bachelorette parties, girl's night out and any other occasion. We would continue to bring in other makers for classes for customers that expand beyond what we offer. In addition, we would like to work with some local artists to showcase and sell their work on our walls.

The custom apparel market has experienced significant growth in recent years, driven by increasing consumer demand for personalized products. Additionally, the rise of independent creators and the popularity of online marketplaces have created a thriving ecosystem for unique designs. Offering groups activities and classes will appeal to a wide range of customers and bring people to the area for the events.

Our target market includes:

- **Individuals:** Consumers seeking personalized apparel for various occasions, such as birthdays, anniversaries, and special events.
- **Groups and Organizations:** Businesses, schools, sports teams, and clubs looking for artistic branded merchandise.

Market Trends:

- The rise of personalized fashion.
- Increasing demand for sustainable and eco-friendly clothing.
- The growing trend of "wearable art" where consumers are seeking clothing that expresses their identity and values.

Our printing methods include direct-to-garment (DTG) printing and heat transfer vinyl.

Conclusion

This business is positioned to capture a significant share of the growing custom printing and creative products market. With a combination of high-quality products, exceptional customer service, and innovative marketing strategies, we are confident in our ability to build a successful and sustainable business. By fostering creativity and self-expression through custom designs, we will not only meet the demand for personalized products but also create lasting connections with our customers.

We look forward to the opportunity to discuss this proposal further and explore ways we can collaborate to bring this vision to life.

Prepared By:

Amy Fleece