AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, March 12, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Bruce Bragg with Manatee Lacrosse Corp.

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Government Finance Professionals' Week
Government Finance Professionals' Week Proclamation
b) Legislative: Sunshine Week
Sunshine Week Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 25-18 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 25-18
Work Specifications Sheet
Contractor Bids Received Sheet
Walkthrough Sign-In Sheet
Site Plan
Contract Cancellation Letter
b) Administrative Services: Resolution Number 25-26 - Signature Authority for the Housing and Community Development Manager
Resolution 25-26
c) Administrative Services: Resolution Number 25-27 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

Resolution 25-27

Work Specifications Sheet
Non-Bid Form
Walkthrough Sign-In Sheet

d) Administrative Services: Resolution Number 25-28 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 25-28
Work Specifications Sheet
Contractor Bids Received Sheet
Walkthrough Sign-In Sheet

e) Administrative Services: Resolution Number 25-32 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 25-32
Work Specifications Sheet
Contractor Bids Received Sheet
Walkthrough Sign-In Sheet

f) Administrative Services: Resolution Number 25-33 - Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
Resolution 25-33
Property Information Sheet
Walkthrough Sign-In Sheet

g) Clerk: Resolution 25-35 - Joint Work Session with the Manatee County Commission
Resolution 25-35

h) Event Review Committee: DeSoto Grand Parade 5K
DeSoto Grand Parade 5K Application and Site Plan

i) Information Technology: Sarasota County Hosting and Technology Services Agreement Renewal

j) Legislative: Resolution 25-30 - Affordable Housing Advisory Committee Reappointment
Resolution 25-30

k) Planning & Community Development: Request for Expenditure of Tree Mitigation Funds
February Tree Giveaway Invoice
March Tree Giveaway Invoice

l) Police: Forfeiture Funds Expense Request
Forfeiture Funds Expense Memorandum

m) Police: Memorandum of Agreement (MOA) 287(g) Task Force Model with the United States Immigration and Customs Enforcement (ICE)
MOA with ICE

n) Public Works & Utilities: Florida Department of Environmental Protection (FDEP) State Revolving Fund Amendment 1 to Loan Agreement WW41030A0
Amendment 1 to Loan Agreement WW4103A

o) Public Works & Utilities: Lift Station 49 Generator Replacement in Palma Sola Trace
Quote from Ring Power Systems

p) Public Works & Utilities: Purchase Approval for two 2025 Peterbilt 520 Labrie Automated Side Loaders
Proposal from Rush Truck Centers

q) Public Works & Utilities: Resolution 25-34 - Signature Authority for a Construction Agreement with the Florida Department of Transportation (FDOT)
Resolution 25-34

r) Purchasing: Agreement for Professional Services for Architectural and Engineering Services for LECOM Park with Fawley Bryant Architects, Inc.
Agreement for Professional Services for Professional Architectural and Engineering Services for LECOM Park

s) Purchasing: Contract IFB 24-036NT with Ferreira Construction Co., Inc.
Contract IFB 24-036NT with Ferreira Construction Co., Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH
Anyone wishing to address City Council during the following public hearing 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 25-24 - PUBLIC HEARING
Resolution 25-24
Staff Report
Application
Presentation

b) Planning & Community Development: ORDINANCE 4058 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4058
Staff Report

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

a) City Administration: Emergency Procurement Report
b) City Administration: Settlement of Backflow Claim and Acquisition of 504 9th Avenue West

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

City of Bradenton
ADA/Title VI Coordinator

101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

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

AT COUNCIL MEETING:

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

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

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

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

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Government Finance Professionals' Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A reading of the Government Finance Professionals' Week.

ATTACHMENTS:
Government Finance Professionals' Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Government Finance Professionals' Week
March 17-21, 2025

Whereas, The Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts, and private firms; and

Whereas, the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership, and information; and

Whereas, this Government Finance Professionals Week, sponsored by the FGFOA and all its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

Whereas, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication, and leadership.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***March 17-21, 2025,*** as ***Government Finance Professionals' Week,*** and extends our appreciation to the government finance professionals here in the City of Bradenton for their dedication to our community.

Gene Brown
Mayor
March 12, 2025

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Sunshine Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:
Sunshine Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Sunshine Week
March 16-22, 2025

Whereas, James Madison, the father of our federal Constitution, wrote that "consent of the governed" requires that the people be able to "arm themselves with the power which knowledge gives," and

Whereas, every citizen in our participatory democracy has an inherent right to access to government meetings and public records; and

Whereas, an open and accessible government is vital to establishing and maintaining the people's trust and confidence in their government and in the government's ability to effectively serve its citizens; and

Whereas, the protection of every person's right of access to public records and government meetings is a high priority of the City of Bradenton; and

Whereas, the City of Bradenton is committed to openness and transparency in all aspects of its operations and seeks to set a standard in this regard.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***March 16-22, 2025,*** as ***Sunshine Week,*** and will ensure our citizens continue to have public access to government records and information, to increase information provided online and electronically, and to ensure that all meetings of deliberative bodies under its jurisdiction, and their committees, are fully noticed and open to the public.

Gene Brown
Mayor
March 12, 2025

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-18 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $9,978.00 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 1020 26th Street West. The City was awarded SHIP funding from Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a deferred, forgivable loan.

FINANCIAL IMPACT:
The City receives SHIP funding on a reimbursement basis (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-18.

ATTACHMENTS:
Resolution 25-18
Work Specifications Sheet

Contractor Bids Received Sheet
Walkthrough Sign-In Sheet
Site Plan
Contract Cancellation Letter

CITY OF BRADENTON
RESOLUTION NUMBER 25-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN #762 FOR 1020 26th St W FOR $9,978.00; AUTHORIZING THE CITY HOUSING AND COMMUNITY DEVELOPMENT MANAGER TO EXECUTE THE HOMEOWNER AGREEMENT; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Deborah Antosca, 1020 26th St W, Bradenton, Florida 34205** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home (the "Project"); and

WHEREAS, the City previously awarded funding for $8,219.00 to North River Fence for the Project as the lowest, most responsive bidder, and North River Fence was subsequently terminated from the Project for failure to perform the work;

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by One Coast Construction for $9,978.00 was determined to be the second lowest, most responsive bid (the "Bid");

WHEREAS, the Bid encompasses the costs of the scope of work for the original bid, in addition to hardwood flooring repair, and such Project scope expansion shall be memorialized in a written change order executed by the Owner and One Coast Construction;

WHEREAS, the City shall enter into a loan modification agreement with the Owner to reflect the increased costs associated with the expanded scope of work.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation grant for **1020 26th St W** for $9,978.00 for **Deborah Antosca**;

2. This Resolution hereby repeals City of Bradenton Resolution Number 24-39 in its entirety, and all resolutions or parts of resolutions in conflict herewith to the extent of such conflict;

3. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute an amendment to the City of Bradenton Housing and Community Development Division Homeowner Agreement with the Owner, consistent with this Resolution; and

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF MARCH 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

WORK SPECIFICATIONS

Client: Deborah Antosca
Property: 1020 26th St. W.
Bradenton, FL 34205
Telephone: (941)241-9401

Contact for Information:
PAM SKELDING
CITY OF BRADENTON

pamela.skelding@bradentonfl.gov
Telephone: (941)932-9493 Ext: 493

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES

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

01.0050 CODE COMPLIANCE

To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES

All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY

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

01.0250 SCHEDULING WORK

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

01.0275 COMPLIANCE INSPECTIONS

Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor not to leave furniture, appliances, clothering or other house contents unprotected outside house during job.

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

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. INSTALL A NEW COUNTER TOP ON EXISTING CABINETS

INSTALL A NEW COUNTER TOP ON EXISTING CABINETS

FURNISH AND INSTALL A MEDIUM-PRICED, STANDARD-STOCK COUNTERTOP. Homeowners shall make selection of color and style from within the offered group of medium-priced, standard-stock countertops. Customer has requested 7" backsplash.

BIDS SHOULD USE GRANITE COUNTERTOPS. Additional expenses (new sink if needed) can be added with a Change Order.

5. REPLACE WOODEN PRIVACY FENCE

REPAIR/REPLACE WOODEN PRIVACY FENCE
PERMIT REQUIRED
Replace wooden privacy fence on property in order to increase security of property. Includes cost to get boundary survey. See attached diagram of fencing.

6' Board on Board Fencing:
North back yard estimated LF - 110'
South back yard to front yard estimated LF - 130'
TOTAL - 240' no gates

42" Wood Picket Fencing with solid stain:
36" single gate south of home
Front yard, facing street estimated LF - 40'
Along driveway estimated LF - 12'

Materials + Labor

Gate to house on south face estimated LF - 3'
TOTAL - 55' + gate

No fencing along back of property (West facing). Double-wide gate and fence on North side of driveway are excluded from replacement.

PENDING SURVEY RESULTS:
- if existing side fences are determined to be in the neighbor's property, no tear down/disposal will be needed. New fencing to be installed within property line.
- if existing fences are determined to be in the neighbor's property, tear down/disposal will not be needed.
- if exsiting fences are determined to cross property lines, only fencing on the homeowner's property will be torn down and disposed. Fencing on neighbor's property will be left up.

FOR BIDDING PURPOSES, ASSUME THE FENCE IS ON THE HOMEOWNER'S PROPERTY AND WILL NEED TO BE TORN DOWN AND DISPOSED. Change orders can credit this budget back as needed.

PLEASE SEE ATTACHED FENCE DIAGRAM

6. INSTALL OUTDOOR RECEPTACLE

INSTALL OUTDOOR RECEPTACLE
Install a new receptacle with GFCI protection and an in use weather proof cover in place of an existing receptacle immediately adjacent to exterior electrical box.

7. REPLACE SWITCH (DOUBLE)

REPLACE SWITCH (Double)

Install a new double toggel switch and wall plate in place of existing switch located inside the front door.

8. TERMITE TREATMENT

ITEM DELETED FROM BID

9. REPAIR HARDWOOD FLOORING

Hardwood flooring around the fireplace is damaged subteranean termites. Rotted floor planks need to be removed. Subflooring most likely will require repair. Joists are presumed to be in good order. Following locations are in need of repair:
- Dining area has 2 spots, one immediately in front of the kitchen doorway, and another inline with it closer to the front wall/window.
- Living room has one spot in front of the bedroom doorway
- Bedroom has two spots in line along outside wall

Any floor joist repairs will be covered by a CHANGE ORDER, not the original bid, as the full extent of any damage can't be properly assessed without removing subfloor.

Materials + Labor

10. PLUMBING INSPECTION - LOW WATER PRESSURE

Plumbing inspection with video to assess the cause of low water pressure in the kitchen sink (only)

After inspection, CHANGE ORDER should be submitted with proposed repairs.

Contractor Bids Received

Date: December ~~18~~ 20, 2024, 12:00pm

Project: Deborah Antosca
1020 26th Street West
Bradenton, FL 34205

Program: Housing Rehabilitation Assistance(SHIP)

Contractor	**Proposal Budget**	Received by:	Time
Coastal Fx	$27,000	K Swartz	12/18/24 12:00
One Coast Construction	$ 9,978	K Swartz	12/20/24 12:00

Opened by:

Karen Swartz, HCD Specialist

12/20/24 12:28
Date/Time

Walkthrough Sign In Sheet

Date: December 12th, 2024, 10:00am

Project: Deborah Antosca
1020 26th Street W
Bradenton, FL 34205

Program: SHIP – Housing Rehabilitation

Contractor Name	**Company**
Sean Williams/Monica Friedl	One Coast Construction
Stan Tarasov / Alex Bogomolny	SDS General
Nick Ellis	Ellis Ent Contruction
IW G Roberts	CFX Construction

1020 26th Street W – Antosca

Fence replacement

42” Picket fence, solid stain

36” wide gate

6’ Board-on-board wood



CITY OF BRADENTON
101 Old Main Street
Bradenton, Florida 34205-7865
(941) 932-9400
www.cityofbradenton.com

Gene Brown
Mayor

Jayne Kocher
Ward 1

Marianne Barnebey
Ward 2

Josh Cramer
Ward 3

Lisa Gonzalez Moore
Ward 4

Pam Coachman
Ward 5

December 4, 2024

Sean Murphy
North River Fence
923 11th Street W
Palmetto, FL 34221

Dear Mr. Murphy,

As you are aware, the project at 1020 26th Street West has exceeded the contractually planned time. As of today, the City of Bradenton is effectively cancelling the contract executed on September 16, 2024, as described in Article 11.

We understand that there were two state declared disasters that impacted the City of Bradenton and felt that the contractual estimated completion of October 20, 2024 could be extended. After several attempts to get a job status from you, and finding out that nothing has been started at the property, we feel it is in everyone's best interest to cancel the work order.

The homeowner has been informed of the decision today and has also agreed that cancellation is the best option given the circumstances.

Sincerely,

Karen Swartz
Housing & Community Development Specialist

Cc: Ms. Deborah Antosca

The Friendly City

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

NOTICE TO PROCEED

TO: North River Fence, LLC
North River Home Services, LLC
923 11th Street W
Palmetto, FL 34221

Loan No: 762D1
Date: September 20, 2024

RE: Notice to Proceed Emergency Repair at: **1020 26th Street W, Bradenton, FL 34205**

BY: City of Bradenton Housing and Community Development Division

Reference is made to your contract dated: **September 16, 2024** for fencing and home repair at **1020 26th Street W, Bradenton, FL 34205**

Pursuant to the provisions of Article 2 of the Contract, you are hereby given Notice to Proceed with the work within fifteen calendar days of the date of this notice. This notice established that the work be completed within **thirty (30)** calendar days of the date of this notice.

Pamela Skelding
Housing and Community Development Manager

This Notice to Proceed establishes the completion date as: **October 20, 2024.**

AS OF 12/4/24 NO PERMIT (FENCE) APPLICATION
☒ MUNIS
☒ ACCELA

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-26 - Signature Authority for the Housing and Community Development Manager

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This designation will comply with the requirement that the Mayor execute, through the designation of the HCD manager, all agreements with the City.

FINANCIAL IMPACT:
All HCD Manager-executed agreements with financial impact are presented and approved by City Council as a separate resolution per agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-26.

ATTACHMENTS:
Resolution 25-26

CITY OF BRADENTON
RESOLUTION NUMBER 25-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE HOUSING AND COMMUNITY DEVELOPMENT MANAGER FOR THE CITY OF BRADENTON TO EXECUTE STATE HOUSING INITIATIVES PARTNERSHIP HOMEOWNER AGREEMENTS AND RELATED DOCUMENTS ON BEHALF OF THE CITY PURSUANT TO SECTION 2-236 OF THE CITY CODE OF ORDINANCES, SUBJECT TO CERTAIN LIMITATIONS AS SET FORTH HEREIN; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the City of Bradenton Code of Ordinances Section 2-236, the City Council is permitted to authorize the City Administrator or designee to make purchases or execute contracts on behalf of the City, subject to certain limitations as determined by the City Council;

WHEREAS, the City Council desires to authorize the Housing and Community Development Manager for the City of Bradenton, to execute State Housing Initiatives Partnership (SHIP) Homeowner Agreements and related documents as may be necessary, to effectuate and memorialize the grants and loans for the SHIP program which have been authorized by the City Council;

WHEREAS, such authorization shall be subject to the prior approval of the SHIP loan by the City Council and review of the SHIP Homeowner Agreement and related documents by the City Attorney.

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

1. **Recitals**. The foregoing WHEREAS clauses are deemed true and correct.

2. **City's Authorized Signatory**. The City Council hereby authorizes the City's Housing and Community Development Manager to execute SHIP Homeowner Agreements, which effectuate and memorialize the terms and conditions of SHIP grants and loans, that have previously been reviewed by the City Attorney and approved by Council.

3. **Severability**. In the event that any portion 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.

4. **Conflict**. All Resolutions or portions thereof in conflict with any of the provisions in this Resolution are hereby repealed to the extent of such conflict.

5. **Effective Date**. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF MARCH 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-27 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $98,070 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 2505 12th Avenue West. The city was awarded SHIP funding from Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a loan.

FINANCIAL IMPACT:
The City receives SHIP funding on a reimbursement basis (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-27.

ATTACHMENTS:
Resolution 25-27

Work Specifications Sheet
Non-Bid Form
Walkthrough Sign-In Sheet

CITY OF BRADENTON
RESOLUTION NUMBER 25-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION GRANT #775 FOR 2505 12th AVENUE W FOR $98,070.00; AUTHORIZING THE CITY HOUSING AND COMMUNITY DEVELOPMENT MANAGER TO EXECUTE THE HOMEOWNER AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY PURSUANT TO RESOLUTION 25-26; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowners **Karen Magee and Andrea Rankin, 2505 12th Avenue W, Bradenton, Florida 34205** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by One Coast Construction for $98,070.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **2505 12th Avenue W, Bradenton, Florida 34205** for $98,070.00 for **Karen Magee and Andrea Rankin**;

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF MARCH 2025.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

WORK SPECIFICATIONS

Client: Karen Magee & Andrea Rankin
Property: 2505 12th Avenue W
Bradenton, FL 34205
Telephone: (941)809-0455

Contact for Information:
PAM SKELDING
CITY OF BRADENTON

pamela.skelding@bradentonfl.gov
Telephone: (941)932-9493 Ext: 493

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES

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

01.0050 CODE COMPLIANCE

To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES

All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY

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

01.0250 SCHEDULING WORK

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

01.0275 COMPLIANCE INSPECTIONS

Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor not to leave furniture, appliances, clothering or other house contents unprotected outside house during job.

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

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. CAST IRON SEWER LINE DESCALING

[****Reference Sleuth, Inc. waste line scope video, report & diagram****]

All cast iron drain lines show significant scale and build-up and will need to be descaled. There is evidence of tree root intrusion, but no overt breakage.

Upon descale completion, rescope lines to verify there are no cracks, holes or other leak points.

Pipe lining or pipe replacement (except Orangeburg) to be a Change Order outside this work specification.

4. REPLACE ORANGEBURG WASTELINE

[Refer to Sleuth, Inc. inspection report with diagram]

Original orangeburg waste line pipe connecting the home cast iron to the cleanout/pvc line to the City needs to be replaced. This includes removing and restoring the concrete & patio pavers laid on top of this waste line.

Correct City sewer joint offset at rear of property.

Materials + Labor

5. ADA CONVERSION OF MASTER BATH

ADA CONVERSION OF MASTER BATH

Remove existing walk in shower in master bath. Remove intruding corner (from walled in original ventilation stack?) to enlarge shower footprint. Eliminate the shower seat in new shower stall.

High likelihood of water-damage behind existing shower walls. Replace showerboard and treat wood for mold as needed.

Jackhammer shower floor to repair new PVC waste line connection to original cast-iron.

New shower faucet set; homeowner selection to cost no more than $200. Shower floor and wall ceramic tile to be from stock tile to cost no more than $4.00/sq ft, homeowner choice.

Replace toilet with stock ADA height toilet to cost no more than $200.

Replace sink faucet with stock to cost no more than $75.

Replace valve stops where needed (toilet-1, sink-2, shower-2, washer-2)

6. ELECTRICAL REPAIRS

ELECTRICAL REPAIRS

Replace cloth wiring (WHOLE HOUSE)

Balance out fuse box loads (2 circuits overloaded)
Review master bedroom outlets & switches for repairs needed.
Smoke alarms installed throughout.
Add light overhead in pantry.
Mount outlet on top of kitchen cabinets.
Add light over kitchen sink.
Install ventillation over stove.
Restore overhead kitchen light electric.
Re-locate disposal switch above countertop.
Install GFCI outlets in kitchen(2) & bathrooms (master-2, guest-1).
Master Shower remodel should include overhead light.
Install/repair ventillation in master bath ceiling.
Repair/replace ventillation in guest bath ceiling.

7. FLOORING INSTALLATION

FLOORING INSTALLATION

Replace/Repair drywall throughout the home. Prime repaired areas but painting final color will be done by the homeowner.
Install LVP (Luxury Vinyl Plank) Flooring. Homeowner may select stocked flooring at no more than $5/sq ft. Estimated 1,250 square feet (including bathrooms)

Materials + Labor

Install baseboard molding throughout. Install quarter round molding where needed to cover gaps between the floor and baseboard.
Install door frame trim throughout.

Stock trim molding selection by homeowner.

8. **ADA CONVERSION GUEST BATH**
ADA CONVERSION OF GUEST BATH

Remove bathtub and replace with walk in shower.

Mitigate water damage in plumbed wall (remove drywall, insulation, treat for mold and restore).

New shower faucet set; homeowner selection to cost no more than $200. Shower floor and wall ceramic tile to be from stock tile to cost no more than $4.00/sq ft, homeowner choice.

Replace toilet with ADA height toilet to cost no more than $200.

De-mystify high moisture readings at 5' height in guest bathroom plumbed wall. Potential supply lines run overhead.

Replace valve stops where needed (toilet-1, sink-2, shower-2).

9. **WASTE LINE SCOPE MASTER BATH/UTLITY**
WASTE LINE SCOPE MASTER BATH/UTILITY

Remove toilet and scope waste line to original cast iron pipe to verify PVC line to junction is intact and determine exactly where the "snag" point is between PVC and cast iron.

Scope waste line from washer to original cast iron pipe to determine where leak may be occuring. Verify proper venting as some pipe smells coming from the master sink and shower.

Additional jackhammer and line repair outside of the master shower footprint needs to be added as a change order.

10. **KITCHEN PLUMBING REPAIRS**
KITCHEN PLUMBING REPAIRS

Replace kitchen faucet with stock standard fixture, including sprayer, at a cost of no more than $200.

Seal faucet and sink.

Replace stop-valves (2) as needed.

Materials + Labor

11. ATTIC WORK

ATTIC WORK

HVAC duct work needs to be replaced.
Remove insulation from under ductwork and (supply line) piping.
Change order for any leak repairs needed; examine two locations specifically:
- above guest bathroom
- above master bath shower
- above office closet (light fixture had water in it!)

Treat moldy rafters in attic as necessary.
Install minimum R32 level insulation.

RECEIVED
MAR _3 2025
via email 353pm

NON BID FORM

Project Loan:	**7675D1**
Site/physical address:	**2505 12th Ave W, Bradenton, FL 34205**
Program(s):	**SHIP – Housing Rehabilitation Assistance**
Homeowner:	**Karen Magee & Andrea Rankin**
Homeowner phone:	**941-232-6016**

CONTRACTOR'S NAME: Nich Ellis

Phone: 941-356-7175

Thank you for the opportunity to submit a proposal for rehabilitation of the referenced property. After careful consideration, we regret to inform you that we will not be submitting a bid for this project for the following reasons (please check all that apply):

- ☐ The scope and requirements of the project are not in line with our current company requirements and capacity at this time.
- ☐ We require additional engineer evaluation prior to preparing the bid. Please advise if this is something the program can fund, and how quickly the evaluation can be scheduled.
- ☐ The budget allowance for this project is insufficient to cover the costs and overhead of completing a quality job in compliance with City building codes.
- ☐ The estimated cost to repair far exceeds 50% of the building value.
- ☐ There are structural and/or damage issues that render the building no longer a safe or healthy building to occupy. Demolition is recommended.
- ☐ We will provide a bid for the demolition and new construction of a replacement home of comparable features if you can please provide owner-approved blueprints.
- ☑ Other: _____

Walkthrough Sign In Sheet

Date: February 28, 2025, 9:00am

Project: Karen Magee/Andrea Rankin
2505 12th Ave W
Bradenton, FL 34209

Program: SHIP Housing Rehabilitation

Contractor Name	**Company**
One Coast Construction	Justin/Monica
Ellis Enterprise Construction	<-> Nick Ellis.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-28 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $54,209.00 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 5315 36th Avenue Drive West. The City was awarded SHIP funding from Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a deferred, forgivable loan.

FINANCIAL IMPACT:
The City receives SHIP funding on a reimbursement basis (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-28.

ATTACHMENTS:
Resolution 25-28

Work Specifications Sheet
Contractor Bids Received Sheet
Walkthrough Sign-In Sheet

CITY OF BRADENTON
RESOLUTION NUMBER 25-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN #780 FOR 5315 36th AVENUE DR W FOR $54,209.00; AUTHORIZING THE CITY HOUSING AND COMMUNITY DEVELOPMENT MANAGER TO EXECUTE THE HOMEOWNER AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY PURSUANT TO RESOLUTION 25-26; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Laura Peduzzi, 5315 36th Avenue Dr W, Bradenton, Florida 34209** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by One Coast Construction for $54,209.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **5315 36th Avenue Dr W, Bradenton, Florida 34209,** for $54,209.00 for **Laura Peduzzi**;

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF MARCH 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

WORK SPECIFICATIONS

Client: Laura Peduzzi
Property: 5315 26th Ave Dr W
Bradenton, FL 34209
Telephone: (941)920-0356

Contact for Information:
PAM SKELDING
CITY OF BRADENTON

pamela.skelding@bradentonfl.gov
Telephone: (941)932-9493 Ext: 493

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES

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

01.0050 CODE COMPLIANCE

To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES

All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY

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

01.0250 SCHEDULING WORK

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

01.0275 COMPLIANCE INSPECTIONS

Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor not to leave furniture, appliances, clothering or other house contents unprotected outside house during job.

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

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. PRESSURE WASH EXTERIOR WALLS

PRESSURE WASH EXTERIOR WALLS

4. REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES

REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES
Remove all loose stucco and rake out all loose mortar in joints. Apply new cement stucco. Outer surface of new stucco to be even with remaining stucco. Texture to be as close to adjoining texture as possible.

5. PREPARE AND PAINT WOOD SIDING AND RELATED WOOD COMPONENTS **AME

PREPARE AND PAINT WOOD SIDING AND RELATED WOOD COMPONENTS

Paint wood siding and related wood components, including but not limited to, trim, casing, window sashes, doors, roof overhangs, cornice, etc. Apply appropriate primer on bare wood and as required elsewhere prior to applying two coats of paint to all wood surfaces, windows and doors. Homeowner may select up to two colors. Leave unused paint with Owner.

Noted: Fascia on east side (opposite garage) will need replacement. Other areas are minor.

Materials + Labor

6. **PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)**

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

7. **ROOF REPAIRS **AMENDED****

Cover exposed nails at ridge to prevent leaking.
Clear gutters of debris.
Address any other repairs as identified.

ROOF IS NOT LEAKING AT THIS TIME. Only handyman grade items should be addressed, and no leak warranty will be issued.

8. **NEW HVAC SYSTEM **AMENDED****

NEW HVAC SYSTEM
Install a new UL listed, Energy Star qualified electric furnace having a minimum efficiency rating of 14 SEER and a BTU output that is sized to properly heat house. Install a new air compressor having a minimum SEER rating of 14 and that is sized to properly cool house. ENERGY CALCULATIONS WILL BE PERFORMED TO ENSURE THAT A CORRECTLY-SIZED SYSTEM IS INSTALLED, AND THESE CALCULATIONS WILL BE PROVIDED TO HOUSING AND COMMUNITY DEVELOPMENT STAFF AT THE TIME PAYMENT IS DRAWN FOR THE HVAC INSTALLATION.

Installation will include all materials, components, and electrical and mechanical connections required to make system operate properly and safely in accordance with manufacturer's installation instructions. Ductwork must pass a blower door test, and documentation must be provide to program staff. Remove old unit. Provide written manufactures warranty to property owner.

**Existing ductwork should not need replacing, per the owner. Currently uses window unit in master and has split unit ready to install in addition/workout room. New system should eliminate the need for these.

9. **INSTALL R-34 INSULATION IN ATTIC**

INSTALL R-34 INSULATION IN ATTIC

10. **INSTALL THRESHOLD & WEATHERSTRIPPING AT DOOR (BACK ENTRY)**

INSTALL THRESHOLD & WEATHERSTRIPPING AT DOOR
INSTALL THE PROPER MATERIALS TO ENSURE A LONG LASTING ENERGY EFFICIENT DOOR AND JAMB SEAL. GASKET SADDLES ARE NOT ACCEPTABLE.

Make sure bottom of threshold is supported solidly. Caulk threshold bottom and sides. When closed, the door and its attachments shall not allow light and air to pass.

11. INSTALL A NEW EXTERIOR PREHUNG 6-PANEL IMPACT DOOR (SIDE GARAGE

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

Dimensions 30" x 80"

12. INSTALL A BATTERY OPERATED SMOKE DETECTOR

INSTALL A BATTERY OPERATED SMOKE DETECTOR
Install a UL listed battery operated smoke detector with test button. Need to install in each bedroom (2)

13. REMOVE FLOOR COVER **REMOVED**

14. RESOLVE UNPERMITTED ADDITION **AMENDED**

Approximately 11' x 11' workout/storage room on back of home is not recorded with the county. This room has had water intrusion at the baseboard of the corner where the garage meets the side wall.

REVISIONS FOLLOW:
Homeowner has supplied a window that is most likely impact resistant, but the install will need to be included in the (after-the-fact) permit.

Flooding and water intrusion will most likely continue to be an issue as the exterior patio slab slopes down and back to the home, collecting along that addition wall. Recommend verifying the pitch of the gutters are correct for routing water away from the corner and add concrete layer to adjust slope of the slab so water flows away from the foundation.

****NEEDS BUILDING UP-TO-CODE PLAN****

-Requires architectural plan of addition (two external walls, window and slider with flat roof extended from office)
-Window and Slider must either be impact rated or fitted with hurricane shutters
-Permitting fee will have deliquency fee (after the fact)
-Proof that walls reinforced, electrical code-compliant following architectural plan specifications.

Materials + Labor

****Addition must meet specs of architectural plan, be retrofitted to match the plan, or the addition must be removed.****

15. REPAIR OFFICE INTERIOR DOOR/JAMBS (2) **AMENDED**

Evaluate repair/replace interior door & jamb from office to workout room.

Install owner-supplied door from office to bedroom (replacing current bi-fold).

16. REPAIR TILE FLOORING **AMENDED**

Repair/replace cracked and/or lose ceramic flooring tiles in Dining room. Owner is amenable to design conscious substitution with other tile if a match is not easily found. Proposed a border pattern with new tile if applicable.

17. REPAIR KITCHEN CABINET LIGHTING **AMENDED**

Lights on top of Cabinets flicker (or short). Repair/replace fixture or outlet.

Light switches on back kitchen wall are sparking, shorting or yielding low power when used. Please evaluate and resolve (impacts both kitchen and office).

18. PLUMBING INSPECTION

Plumbing inspection
Schedule a plumbing inspection prior to beginning any work. A change order may be submitted to cover the cost of any repairs needed.

-Backflow preventor inspection
-Snake/clear slow drain in second bath
-Drain stopper in master bath sink needs repair

19. BATH MAINTENANCE

BATH MAINTENANCE

-Repair shower door hinge (Master bath)
-Repair/replace loose light fixture in walk-in shower (not working currently)
-Clean, fill and seal all grout lines around shower (both baths)
-Caulk cabinet along side splash

20. INSTALL A NEW TOILET (MASTER BATH)

INSTALL A NEW TOILET (Master Bath)

Remove existing toilet. Replace stop valve if necessary. Install new standard/stock white ceramic toilet.

Materials + Labor

21. INSTALL A NEW 40 GALLON GAS WATER HEATER

INSTALL A NEW 40 GALLON GAS WATER HEATER

Remove existing water heater in garage and install a new 40 gallon high recovery glass lined water heater with a minimum six-year warranty. Water heater will be Energy Star qualified if such a unit is available. Also install new cut-off valves on water heater.

22. IMPACT WINDOWS

IMPACT WINDOWS

Install appropriate (standard/egress) size impact window to meet Florida Building Code requirements. Window will be Energy Star qualified.

All windows need replacing unless the addition's new window documents can be approved. 7 Total window openings (excluding addition, including the garage)

23. NEW PATIO DOOR (ADDITION)

NEW PATIO DOOR

Install a new impact rated sliding glass patio door in the addition. This is part of the code compliance for the addition.

French doors along the back office wall are not being replaced.

24. BACK ROOM HANDY WORK

BACK ROOM HANDY WORK

French drain along the back side of the house should be cleaned out to prevent pooling and water intrusions.

Back room door handle may need to be re-installed "put in wrong".

Contractor Bids Received

Date: February 3, 2025, 3:00pm

Project: Laura Peduzzi
5315 36th Ave Dr W
Bradenton, FL 34209

Program: Housing Rehabilitation Assistance(SHIP)

Contractor	**Proposal Budget**	Received by:	Time
One Coast Construction	$54,209	Pam Sheldy	9:30 am

Opened by:

Karen Swartz, HCD Specialist

2/3/25 3:05 pm
Date/Time

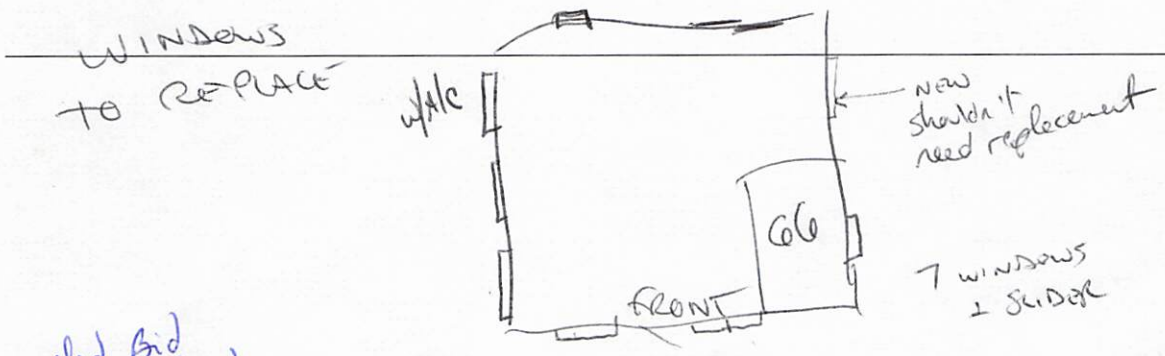
Walkthrough Sign In Sheet

Date: January 24, 2025, 9:45am

Project: Laura Peduzzi
5315 36th Ave Dr W
Bradenton, FL 34209

Program: SHIP Housing Rehabilitation

Contractor Name	Company
Stan Williams	One Coast Construction
Nick Ellis	ellis Ent Construction & Dev.
Alex Bogomolny	SDS General
Luis Marin	Zion Homes



Requested Bid Packet, No Show
David Fries - Bidwell Construction
Alex Yassein - Adon Construction

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-32 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $45,378.00 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 1011 13th Street East. The City was awarded SHIP funding from Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a deferred, forgivable loan.

FINANCIAL IMPACT:
The City receives SHIP funding on a reimbursement basis (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-32.

ATTACHMENTS:
Resolution 25-32

Work Specifications Sheet
Contractor Bids Received Sheet
Walkthrough Sign-In Sheet

CITY OF BRADENTON
RESOLUTION NUMBER 25-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN #774 FOR 1011 13th STREET E FOR $45,378.00; AUTHORIZING THE CITY HOUSING AND COMMUNITY DEVELOPMENT MANAGER TO EXECUTE THE HOMEOWNER AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY PURSUANT TO RESOLUTION 25-26; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Patricia Adams, 1011 13th Street E, Bradenton, Florida 34208** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by One Coast Construction for $45,378.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **1011 13th Street E, Bradenton, Florida 34208,** for $45,378.00 for **Patricia Adams**;

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF MARCH 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

WORK SPECIFICATIONS

Client: Patricia Adams
Property: 1011 13th Street E
Bradenton, FL 34208
Telephone:

Contact for Information:
PAM SKELDING
CITY OF BRADENTON

pamela.skelding@bradentonfl.gov
Telephone: (941)932-9493 Ext: 493

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES

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

01.0050 CODE COMPLIANCE

To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES

All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY

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

01.0250 SCHEDULING WORK

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

01.0275 COMPLIANCE INSPECTIONS

Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor not to leave furniture, appliances, clothering or other house contents unprotected outside house during job.

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

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. NEW HVAC SYSTEM W/INSULATED DUCTS

NEW HVAC SYSTEM W/INSULATED DUCTS
Install a new UL listed, Energy Star qualified electric furnace having a minimum efficiency rating of 14 SEER and a BTU output that is sized to properly heat house. Install a new air compressor having a minimum SEER rating of 14 and that is sized to properly cool house. ENERGY CALCULATIONS WILL BE PERFORMED TO ENSURE THAT A CORRECTLY-SIZED SYSTEM IS INSTALLED, AND THESE CALCULATIONS WILL BE PROVIDED TO HOUSING AND COMMUNITY DEVELOPMENT STAFF AT THE TIME PAYMENT IS DRAWN FOR THE HVAC INSTALLATION.

Installation will include all materials, components, and electrical and mechanical connections required to make system operate properly and safely in accordance with manufacturer's installation instructions. Ductwork must pass a blower door test, and documentation must be provide to program staff. Remove old unit. DO NOT INSTALL UNIT IN THE ATTIC! Provide written manufactures warranty to property owner.

Materials + Labor

4. ELECTRICAL CODE COMPLIANCE

ELECTRICAL CODE COMPLIANCE
Correct all improperly wired electrical outlets and devices to meet code.

Address any instances of cloth wrapped wire or exposed wire.
Install new dome cover in hallway
Secure the smoke alarm in hallway
Secure all ceiling fans to stop wobble

5. UPDATED: RE-PLUMB SUPPLY LINES IN GUEST BATH

RE-PLUMB GUEST BATH SUPPLY LINES

Remove existing PVC line from toilet to sink and re-run sink supply line to code.

Fix shower leak which most likely includes hallway drywall removal and restoration. Restore new access panel, trim and finish drywall with primed (white) paint. Homeowner will have to be responsible for matching paint colors beyond that. Bathtub does not appear to require replacement, but upon better examination might need it under a Change Order (cost should not be in original bid).

REPLACE STOP-VALVES (Kitchen, guest bath, master bath & utility)

Replace stop-valves throughout home as needed.

If valve replacement does not resolve the following issues, trouble-shoot:

-Master bath sink faucet weak flow
-Guest bathroom toilet (with add-on supply line at baseboard)

6. PLUMBING INSPECTION

Plumbing inspection
Schedule a plumbing inspection prior to beginning any work. A change order may be submitted to cover the cost of any repairs needed.

Cast iron drain lines may need to be descaled or replaced as sink and bathtub are draining slowly. Assess supply lines as master bath sink water pressure is low.

Materials + Labor

7. INSTALL A CLOTHES DRYER VENT

INSTALL A CLOTHES DRYER VENT
Install a sheet metal thru-wall vent pipe with a flexible metal or a rigid matal vent duct and vent cap for a clothes dryer. Vent to run from dryer to an outside wall. Neatly finish, caulk and close openings around vent opening.

Old "vent" pipe in utlity room from gas heater should be trimmed above ceiling and patched over.

Clearly indicate what your bid covers on this work so that if a Change Order is needed for additional work, we can get it approved easily.

8. REPAIR AND PATCH HOLES IN DRYWALL SURFACES

REPAIR AND PATCH HOLES IN DRYWALL SURFACES
Repair cracks, patch holes and replace water stained drywall. Repaired surfaces to be finished to closely match adjacent surfaces as possible. NOTE: Prime paint ONLY, no color matching will be provided. Noted locations include:

-Kitchen ceiling
-Behind guest door (add door stop)
-Master Bedroom wall
-Utility room ceiling

9. REMOVE/REPLACE KITCHEN CABINETS, COUNTER & SINK

REMOVE/REPLACE KITCHEN CABINETS, COUNTER & SINK

Remove and dispose of existing wall and base cabinet boxes. Install new stock cabinets (provide choice of color/style to homeowner). Install new laminated/formica countertop with stainless sink and faucet. Sink and faucet should be readily available stock items. Provide 2-3 choices of backsplash options with color direction from homeowner. Re-connect/repair microwave ventilation fan.

Move stove to wall adjacent the window (electrical run).

10. TERMITE INSPECTION

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

Materials + Labor

11. CLOSET DOOR REPLACEMENT

CLOSET DOOR REPLACEMENT

Evaluate and replace closet doors in all bedrooms (total of 5) with 6-panel doors (pre-hung only if necessary). Standard/stock door pull with no lock.

12. METAL ROOF REPAIR

METAL ROOF REPAIR

Post-storm re-inspection revealed ridge cap pieces missing or bent. Replace/repair all as necessary. Roof repairs will not be warranteed as it is considered handyman work. The base warranty was voided by the storm force winds.

Contractor Bids Received

Date: February 18, 2025, 3:00pm

Project: Patricia Adams
1011 13th Street E
Bradenton, FL 34208

Program: SHIP Housing Rehabilitation Assistance

Contractor	**Proposal Budget**	Received by:	Time
One Coast Construction	$45,378.00	Karen Swartz	11:51 AM
Zion Management	$61,200.00	Karen Swartz	1:04 PM via email

No Bids
Ellis Construction
JMI Windows & Doors

Opened by:

Karen Swartz, HCD Specialist

2/18/25 3:27 PM
Date/Time

Witness:

2/18/25 3:29 PM
Date/Time

25-32

Walkthrough Sign In Sheet

Date: February 7, 2025, 2:00pm

Project: Patricia Adams
1011 13th Street E
Bradenton, FL 34209

Program: SHIP Housing Rehabilitation

Contractor Name	Company
Nick Ellis	Ellis Ent Construction
Sean Williams	One Coast Construction
Aaron Parsons	JMI Windows & Doors
Abraham Salazar	Zion Home

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-33 - Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $25,080, in Hurricane Loss Mitigation Program (HLMP) funding to rehabilitate a single-family home located at 1116 7th Street East. The City was awarded HLMP funding from Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for hurricane loss mitigation. The funding is provided to the homeowner as a grant.

FINANCIAL IMPACT:
The City receives HLMP funding on a reimbursement basis (HLMP Fund 199).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-33.

ATTACHMENTS:
Resolution 25-33
Property Information Sheet

Walkthrough Sign-In Sheet

CITY OF BRADENTON
RESOLUTION NUMBER 25-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING HURRICANE LOSS MITIGATION PROGRAM GRANT #744 FOR 1116 7TH STREET E FOR $25,080.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Kim Holloway, 1116 7th Street E, Bradenton, Florida 34208** was determined eligible to receive hurricane loss mitigation funding assistance for her home; and

WHEREAS, the City awards funding for hurricane loss mitigation projects through an open, competitive bidding process, and the bid submitted by **Ellis Enterprises** for **$25,080.00** was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the hurricane loss mitigation grant for **1116 7th Street E, Bradenton, Florida 34208,** for $25,080.00 for **Kim Holloway**; and

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12th DAY OF MARCH 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

IMPORTANT: PLEASE FILL OUT THIS WORKSHEET COMPLETELY.
A SEPARATE WORKSHEET IS REQUIRED FOR EACH STRUCTURE TO BE WIND RETROFITTED.

HLMP PIS

HLMP MITIGATION ACTIVITIES WILL INCLUDE:

-Opening protection activities; including shutters and Impact Resistant Glass.
-Load Path activities; including strapping, clips and gable end reinforcement.
-Roofing activities, including sheathing, fastening, secondary water barrier and roof ventilation reinforcement.

✓ The following conditions have been verified: The residence is a site built, all improvements were permitted, primary residence of homeowner, and any outstanding liens or judgements have been satisfied.

PROJECT GENERAL INFORMATION

1	**DATE**	1-May-24
2	**HLMP PROJECT NUMBER**	DEM-HL00090 000744D1
3	**PROPERTY ID NUMBER**	4587300007
4	**RECIPIENT NAME**	City of Bradenton
5	**PIS STATUS** :	ORIGINAL PIS
6	**POINT OF CONTACT**	**NAME:** Pamela Skelding
	ADDRESS	101 Old Main Street
	CITY	Bradenton **FL**
	ZIP CODE	34205
		PHONE NUMBER: (941) 932-9493
		EMAIL: pamela.skelding@bradentonfl.gov

STRUCTURE GENERAL INFORMATION

7	**HOMEOWNER NAME**	Kim Holloway
8	**PROPERTY ADDRESS**	1116 7th Street E
9	**CITY AND ZIP**	Bradenton **FL** 34208
10	**COUNTY**	MANATEE
11	**PROPERTY TAX ID NUMBER:**	4587300007

MITIGATION

12	**MITIGATION TYPE** (Please select below each one of the activities that will take place) (If doing opening protection, please select from the following options:)			
13	**OPENING PROTECTION** (exterior openings i.e. windows and doors)	✓	**IMPACT RESISTANT GLASS** (hurricane windows meeting ASTM code)	
	LOAD PATH (roof to wall connectors,straps, gable end)		**SHUTTERS** (meeting ASTM code)	
	ROOF (decking, and fasteners)		**COMBINATION** (both windows and shutters on different openings meeting the above criteria)	✓

Official Use Only *(answers on page 3 will populate a total project cost)*

14	**MITIGATION PROJECT COST (total estimated)**	$ 25,080

REV 10 1/03/20

STRUCTURE INFORMATION

15	**YEAR BUILT**	1996
16	**WHAT IS THE TOTAL SIZE OF THE BUILDING? (SF)**	1,152

Note: The total size consists of the heated area, including finished and unfinished basements, and the entire living space; however, it does not include porches, garages, or other outside areas.

17	**BUILDING REPLACEMENT VALUE**		$ 203,000
18	**TYPE OF CONSTRUCTION** (Please select one below):		
	WOOD	✓	Comments:
	MASONRY		Comments:
	CONCRETE BLOCK		Comments:
19	**TYPE OF BUILDING** (Please select one below)		
	SINGLE FAMILY	✓	Comments:
	MULTI-FAMILY		Comments:
20	**NUMBER OF STORIES ABOVE GRADE**		1

PRE-MITIGATION CONDITIONS

It is important that you select to the best of your ability one option from drop down menu for each one of the following questions:

21	**DOES THE PROPERTY HAVE ANY EXISTING OPENING PROTECTION?**	NO
	If upgrading existing opening protection, please explain: Installing Impact resistant glass to replace existing shutters.	
22	**IF THE PROPERTY HAS A GARAGE DOOR, SELECT THE CONDITION**	NO GARAGE
23	**WHAT IS THE EXISTING ROOF TYPE OF THE PROPERTY**	HIP
24	**IF THE PROPERTY HAS CONCRETE BLOCK WALLS, ARE THEY REINFORCED?**	
25	**DOES THE PROPERTY HAVE A ROOF SECONDARY WATER BARRIER?**	YES
26	**WHAT IS THE EXISTING ROOF TO WALL CONNECTION?**	STRAPS OR CLIPS
27	**WHAT ARE THE EXISTING ROOF DECKING FASTENERS?**	8d@6"/6"

POST MITIGATION CONDITIONS

28	**ARE YOU INSTALLING OPENING PROTECTION?** (exterior openings i.e. windows and doors)	YES
29	**SELECT THE GARAGE DOOR CONDITION AFTER MITIGATION**	N/A
30	**WHAT WOULD BE THE ROOF TYPE OF THE PROPERTY AFTER MITIGATION**	HIP
31	**WOULD THE CONCRETE WALLS BE REINFORCED?**	
32	**ARE YOU INSTALLING A ROOF SECONDARY WATER BARRIER?**	YES
33	**WHAT WOULD THE ROOF TO WALL CONNECTIONS BE AFTER MITIGATION?**	CLIPS
34	**WHAT WOULD THE ROOF DECKING FASTENERS BE AFTER MITIGATION?**	8d@6"/6"
35	Additional Comments:	

Official Use Only

36	**BCA PROPERTY RATIO**	

REV 10 1/03/20

COST CONTROL MEASURES

37	**WAS THERE ANY PREVIOUS MITIGATION FUNDED BY HLMP GRANT?**	NO
38	**ESTIMATED VALUE OF MITIGATION FUNDED FROM ADDITIONAL SOURCE?**	
	if completing **OPENING PROTECTION** activities, please answer the following questions:	
39	**WHAT IS THE TOTAL SQUARE FOOTAGE OF NEW SHUTTERS:**	12
40	**WHAT IS THE ESTIMATED COST OF NEW SHUTTERS**	$ 1,080
41	**WHAT IS THE TOTAL NUMBER OF OPENINGS WITH IMPACT RESISTANT GLASS?**	16
42	**WHAT IS THE ESTIMATED COST OF OPENINGS WITH NEW IMPACT RESISTANT GLASS?**	$ 15,500
43	**ARE YOU INSTALLING ANY EXTERIOR IMPACT RESISTANT DOORS?**	YES
44	**HOW MANY EXTERIOR IMPACT RESISTANT DOORS ARE YOU INSTALLING?**	2
	A) SINGLE EXTERIOR DOOR(S) 2 **DOUBLE DOOR(S)** **SLIDING GLASS DOOR(S)**	
45	**WHAT IS THE ESTIMATED COST OF NEW EXTERIOR IMPACT RESISTANT DOORS?**	$ 3,000
	A) SINGLE EXTERIOR DOOR(S) $ 3,000 **DOUBLE DOOR(S)** **SLIDING GLASS DOOR(S)**	
46	**ARE YOU INSTALLING A NEW GARAGE DOOR?**	NO
47	**HOW MANY GARAGE DOORS ARE YOU INSTALLING?**	0
48	**WHAT IS THE ESTIMATED COST OF NEW GARAGE DOORS?**	$ 0.00
49	**TOTAL ESTIMATED COST FOR OPENING PROTECTION ACTIVITIES**	$ 19,580
	if completing **LOAD PATH** activities, please answer the following questions:	
50	**TYPE OF CONNECTORS BEING USED?**	
51	**HOW MANY CONNECTORS ARE YOU INSTALLING** (Approx.)	
52	**WHAT IS THE ESTIMATED COST OF NEW ROOF TO WALL CONNECTORS?**	
53	**ARE YOU DOING GABLE END REINFORCEMENT?**	
54	**NUMBER OF GABLE ENDS BEING REINFORCED?**	
55	**WHAT IS THE ESTIMATED COST OF NEW GABLE END REINFORCEMENT?**	
56	**TOTAL ESTIMATED COST FOR LOAD PATH ACTIVITIES**	$ 0
	if completing **ROOF** activities, please answer the following questions:	
57	**WHAT IS THE TOTAL SQUARE FOOTAGE OF THE ROOF?**	
58	**IS THERE ANY EVIDENCE OF ROOF DECKING NEEDING REPLACEMENT?**	
59	**WHAT IS THE APROXIMATE SQUARE FOOTAGE OF DECKING TO BE REPLACED?**	
60	**WHAT IS THE ESTIMATED COST OF NEW ROOF DECKING?**	
61	**IS THERE AN ADDTIONAL COST FOR THE ROOF SECONDARY WATER BARRIER?**	
62	**WHAT IS THE ESTIMATED ADDTIONAL COST OF NEW ROOF SECONDARY WATER BARRIER?**	
63	**ARE YOU REPAIRING OR REPLACING THE ROOF COVERING?**	
64	**WHAT IS THE TOTAL SQUARE FOOTAGE OF NEW ROOF COVERING REPLACEMENT?**	
65	**WHAT IS THE ESTIMATED COST OF NEW ROOF COVERING?**	
66	**TOTAL ESTIMATED COST FOR ROOF ACTIVITIES**	$ 0
	if completing **ANY OTHER** mitigation activities will take place, please list them and quanities below (gable end louvers, vent protection, etc.):	
67	*Activity 1:* General requirements; inspections, disposals	$ 5,500
68	*Activity 2:*	
69	*Activity 3:*	
70	*Activity 4:*	
71	**TOTAL ESTIMATED COST FOR ANY OTHER ACTIVITIES**	$ 5,500

Walkthrough Sign In Sheet

Date: April 4th, 2024, 10:30am

Project: Kim Holloway
1116 17th Street E
Bradenton, FL 34208

Program: Hurricane Loss Mitigation Program (HLMP)

Contractor Name	Company	
Nick Ellis	Ellis Enterprise Construction	
Matt VanVleet	Pete Rice Group	(NO BID)

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-35 - Joint Work Session with the Manatee County Commission

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to Section 125.001, Florida Statutes, a resolution must be passed authorizing county boards to meet and discuss matters of mutual interest with one or more adjacent county or municipality. Prior to the work session with Manatee County Commission, a resolution was not brought before Council for approval and Resolution 25-35 would correct this oversight.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille approved the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 25-35.

ATTACHMENTS:
Resolution 25-35

CITY OF BRADENTON

RESOLUTION NUMBER 25-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE BRADENTON CITY COUNCIL TO PARTICIPATE IN A JOINT WORK SESSION WITH THE MANATEE COUNTY COMMISSION TO DISCUSS AND PLAN MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Manatee County Commission and the City of Bradenton desire to participate in a joint meeting to discuss and plan matters of mutual interest; and

WHEREAS, Section 125.001, Florida Statutes authorizes county boards to meet and discuss matters of mutual interest with one or more adjacent county or municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 125.001, Florida Statutes, further requires that the governing body of a county or municipality must first adopt a resolution authorizing participation in the joint meeting.

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

Section 1. Pursuant to Section 125.001, Florida Statutes, the City Council for the City of Bradenton is hereby authorized to participate in a joint work session with the Manatee County Commission on February 21, 2025, at 9:00 a.m., at the Manatee County Administration Building, Bradenton, Florida.

Section 2. This resolution shall be effective as of February 12, 2025.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12TH DAY OF MARCH 2025.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

5101180v1

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: DeSoto Grand Parade 5K

SUGGESTED ACTION: Approval to host 21st Annual DeSoto Grand Parade 5K Run on April 26, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Bradenton Runners Club is requesting approval to host their 21st Annual DeSoto Grand Parade 5K Run on April 26, 2025. The Event Review Committee recommends approval with compliance of all COB Special Event Standards.

SUGGESTED MOTION:
Motion to approve the application to host the 21st Annual DeSoto Grand Parade 5K on April 26, 2025.

ATTACHMENTS:
DeSoto Grand Parade 5K Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Bradenton Runners Club
Date of Application: 2-26-25
Contact Name: Corey Peyerk
Contact Phone 1: 248-808-9130
Contact Email: Cpeyerk@Hotmail.Com
Contact Phone 2: _____
Address: 6114 39th Ct. E
City: Bradenton
State: FL
Zip: 34203

Event Information

Name of Event: 21st DeSoto Grand Parade 5K
Event Date: 4-26-25
Purpose of Event: Road Race for the Community and benefitting local charities.
Description of Event: 5K Road Race
Event Location: Main Street between Manatee and 4th

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					300
Event Day 1	4-26-25	Saturday	3pm	7:30pm	
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 21
Past Attendance: 150-400

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location

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

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

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

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

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

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

DJ with small speakers

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.

In Coordination with the DeSoto Parade

(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. 2, Main St & 4th

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, Corey Peyerk, applicant/event organizer for 21st DeSoto Grand Parade 5K (event), scheduled for (date&hours), 4-26-25, from 3pm to 7:30pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Corey Peyerk
Signature of Applicant/Event Organizer

Bradenton Runners Club
Organization

Corey Peyerk - Race Director
Typed or Printed Name and Title

2-26-25
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.

Corey Peyerk
Signature of Applicant/Event Organizer

Bradenton Runners Club
Organization

Corey Peyerk - Race Director
Typed or Printed Name and Title

2-26-25
Date

(03/2022)

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

Name of Requestor: Corey Peyerk

Name of Organization: Bradenton Runners Club

Street Address: P.O. Box 1606

City: Bradenton State: FL Zip: 34206

Telephone: 248-808-9130 Email: Cpeyerk@Hotmail.com

Name of Event: 21st De Soto Grand Parade 5k

Start Date: 4-26-25 End Date: 4-26-25 Start Time: 3pm End Time: 7:30pm

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

- Main Street Between Manatee & 4th St

Proposed detour route (include alternative road and map):

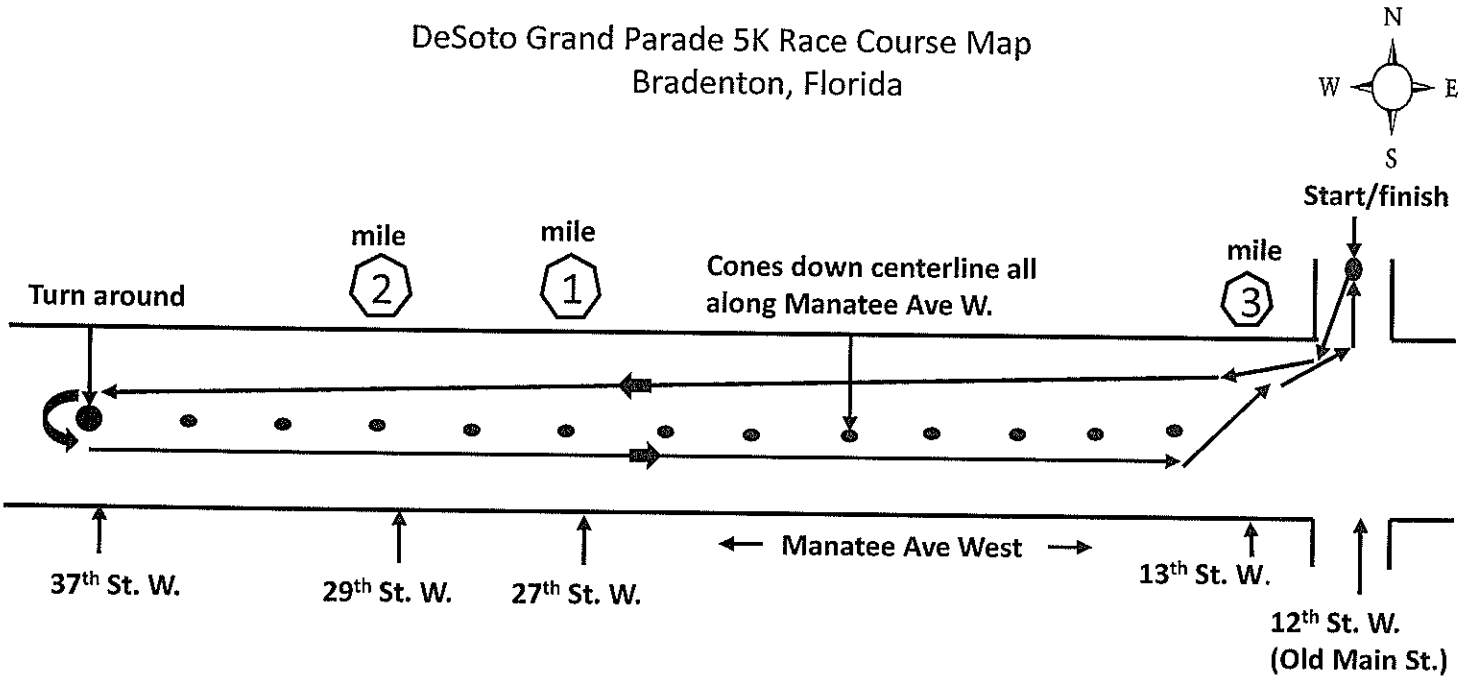
—

Additional notes and comments:

- Similar to Last 7 years
- In coordination with the Desoto Parade route

(03/2022)

DeSoto Grand Parade 5K Race Course Map
Bradenton, Florida




4th Ave W
4th Ave W
Downtown Bradenton Public Market
4th Ave W
4th Ave W
4th Ave W
4th Ave W
2-3 Bathrooms
Lost Kangaroo Pub
Peninsular Telephone Company Building
13th St W
Shy Chic Boutique
Florist
Beltz & Ruth, PA
Melinda Sanchez, PLLC ~ REALTOR...
WTRL Radio Tower
10th St W
Fav's Italian Cucina
Order Delivery on Grubhub
Ruff Life
Pet store
Pour Decisions Saloon Downtown Bradenton
O'bricks Irish Pub & Martini Bar
Grill · $$
12th St W
DJ Booth
Tilden & Prohidney, PL
Manatee County Public Parking Garage
13th St W
Start/Finish
Intertrade Capital Group, Ltd
Law Office of Walter Sowa, III, PL
10th St W
Mooi Creative, Inc
The Loaded Barrel Tavern
High Building
Temporarily closed
Free Motorcycle Parking
Manatee County Building Department
Manatee County Administration Building
Manatee County Administrator
Fitness Center
Dye, Harrison, Kirkland, Petruff & Pratt, PLLC
64
64
Manatee YMCA Association Office
Porges Hamlin
Google
11

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Sarasota County Hosting and Technology Services Agreement Renewal

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This agreement allows the City of Bradenton's Information Technology Department to continue to utilize rack space at a Sarasota County facility.

FINANCIAL IMPACT:
The cost is within the Information Technology Department's approved existing contractual services budget.

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

SUGGESTED MOTION:
Motion to approve Amendment 2 to the Sarasota County Hosting and Technology Services Agreement.

ATTACHMENTS:

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-30 - Affordable Housing Advisory Committee Reappointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Lt. Chris Deshaies to the Affordable Housing Advisory Committee and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 25-30.

ATTACHMENTS:
Resolution 25-30

RESOLUTION NUMBER 25-30

A RESOLUTION REAPPOINTING **CHRIS DESHAIES** TO THE **AFFORDABLE HOUSING ADVISORY COMMITTEE** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing 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:

CHRIS DESHAIES for a term to expire April 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 12th day of March, 2025.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Request for Expenditure of Tree Mitigation Funds

SUGGESTED ACTION: Approve the expenditure of up to $34,530 from the Tree Mitigation Fund to be used for a total of five tree giveaway events.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Tree and Land Preservation Board has planned multiple tree giveaways to residents this year in light of last year's extreme hurricane season. One was held at the Bradenton Public Market on February 22nd, with three additional giveaways planned on Saturdays in March, April, and May. The Board also intends to host an Earth Day giveaway as they have in the past. The Tree and Land Preservation Board voted on February 21, 2025, to request funding as follows:

- Reimbursement for February 22, 2025, giveaway at the Bradenton Public Market. The Tree and Land Preservation Board voted to request $6,419.25 for 250 trees to give away at the market. Ultimately, only 200 trees were given away, for a total of $5,981.29 (invoice attached).
- Up to $7,000 for up to 250 trees to be given away at the Bradenton Public Market in March.
- Up to $7,000 for up to 250 trees to be given away at the Bradenton Public Market in April.
- Up to $7,000 for up to 250 trees to be given away at the Bradenton Public Market in May.

- Up to $7,000 for up to 250 trees to be given away at an Earth Day event.

The Tree and Land Preservation Board voted to request a total maximum spend of $34,530. Because the February invoice went from 250 trees to 200 trees, the actual total amount that could be spent under this request is $33,981.29.

The invoice for February and estimate for March are attached to this request. Because tree availability and pricing can change, estimates for the remaining three events are not yet available.

The total amount in the Tree Mitigation Fund was $379,417.17 as of November 2024.

FINANCIAL IMPACT:
The total amount that could be spent under this request is $33,981.29.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve expenditure of Tree Mitigation Funds.

ATTACHMENTS:
February Tree Giveaway Invoice
March Tree Giveaway Invoice

SWEET BAY NURSERY LLC

10824 ERIE ROAD
PARRISH, FL 34219

Invoice

Date	Invoice #
2/25/2025	4540

Bill To

Keep Manatee Beautiful, Inc.
PO Box 14426
Bradenton, FL 34280
REVISED
Tree Give away 2025

P.O. No.	Terms	Project
	30 days	

Qty	Description	Rate	Amount
13	Red Maple, Acer rubrum, 3 gal	19.50	253.50
20	Red Mulberry, Morus rubra, 3 gal	27.50	550.00
20	Live Oak, Quercus virginiana, 3 gal	27.50	550.00
20	Silver Buttonwood Standard, Conocarpus erectus var. sericeus, 3 gal	27.50	550.00
20	Green Buttonwood Standard, Conocarpus erectus, 3 gal	27.50	550.00
30	Citrus, asst, Meyer Lemon/Key Lime/Persian Lime, 3 gal	50.00	1,500.00
20	Barbados Cherry, Malpighia punicifolia, 3 gal	24.50	490.00
17	Gumbo Limbo, Bursera simaruba, 3 gal	27.50	467.50
18	Fiddlewood, Citharexylum spinosum, 3 gal	30.00	540.00
20	Florida Thatch Palm, Thrinax radiata, 3 gal	31.25	625.00
20	Jamaican Dogwood, Piscidia piscipula, 3 gal	26.25	525.00
11	Bahama Strongbark, Bourreria succulenta, 3 gal	26.25	288.75
	SUBTOTAL		6,889.75
	Discount 15%	-15.00%	-1,033.46
1	Delivery Charge	125.00	125.00

Total	$5,981.29
Payments/Credits	$0.00
Balance Due	$5,981.29

SWEET BAY NURSERY LLC

10824 ERIE ROAD
PARRISH, FL 34219

Estimate

Date	Estimate #
2/25/2025	923

Name / Address
Keep Manatee Beautiful, Inc. PO Box 14426 Bradenton, FL 34280 Tree Give away 2025

Project

Description	Qty	Cost	Total
Red Maple, Acer rubrum, 3 gal	10	19.50	195.00
Red Mulberry, Morus rubra, 3 gal	20	27.50	550.00
Silver Buttonwood Standard, Conocarpus erectus var. sericeus, 3 gal	20	27.50	550.00
Green Buttonwood Standard, Conocarpus erectus, 3 gal	20	27.50	550.00
Barbados Cherry, Malpighia punicifolia, 3 gal	20	24.50	490.00
Gumbo Limbo, Bursera simaruba, 3 gal	20	27.50	550.00
Walters Viburnum, Viburnam obovatum, 3 gal	15	19.50	292.50
Wax Myrtle, Morella cerifera, 3 gal	15	19.50	292.50
Fiddlewood, Citharexylum spinosum, 3 gal	20	30.00	600.00
Florida Thatch Palm, Thrinax radiata, 3 gal	20	31.25	625.00
Jamaican Dogwood, Piscidia piscipula, 3 gal	20	26.25	525.00
SUBTOTAL			5,220.00
Discount 15%		-15.00%	-783.00
Delivery Charge	1	125.00	125.00

Sales Tax (7.0%)	$0.00
Total	$4,562.00

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expense Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Request to purchase equipment, complete training to support the drone program, and buy promotional items for public outreach and recruiting. Total expense is estimated at $13,000.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Forfeiture Funds expenditure request.

ATTACHMENTS:
Forfeiture Funds Expense Memorandum

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: March 5, 2025

To: Melanie Bevan, Ed.D
Chief of Police

From: Jeremy S. Giddens, Grants / Speed Measurement Specialist
Administrative Services

Subject: Forfeiture Expense Request

Recently, the Bradenton Police Department deployed two drones. These drones were successfully used for situational awareness during the Bradenton Area River Regatta. They will support operations for crime scene analysis, search and rescue, critical incidents, and disaster response. While these drones were purchased using grant funds, some equipment, subscription services for connectivity, data, and training are also needed and were not included in the grant funds. This forfeiture request is for funding to support the drone program and associated costs fully.

Additionally, forfeiture funds are being requested to support community outreach and hiring programs. These funds will be used to purchase promotional items for the Bradenton Police Department, such as insignia pens, badges, coins, promotional material, etc., that can be given to the public during hiring or community outreach events. These items will promote the Bradenton Police Department within the community and attract candidates to the City of Bradenton.

Cost Estimates

Drone Program	$ 12,000
Community Outreach	$ 1,000
Total:	**$ 13,000**

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Memorandum of Agreement (MOA) 287(g) Task Force Model with the United States Immigration and Customs Enforcement (ICE)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The MOA is an agreement between the United States Immigration and Customs Enforcement (ICE) and BPD that provides for training of designated BPD officers to be able to perform certain functions of an immigration officer under the direction and supervision of ICE within the City of Bradenton. Only officers who are trained, certified, and authorized have authority to conduct the delegated immigration officer functions. Officers are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. The MOA may be revoked by either party at any time.

FINANCIAL IMPACT:
No additional cost.

ATTORNEY REVIEW/RECOMMENDATION:
Paul Driscoll, PD Legal Advisor, reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the MOA with the United States Immigration and Customs

Enforcement.

ATTACHMENTS:
MOA with ICE

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the City of Bradenton, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Bradenton (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents City of Bradenton in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(l)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.

- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.

- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).

- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).

- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R § 238.1; INA § 241(a)(5), 8 C.F.R § 241.8; INA § 235(b)(l), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.

- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.

- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))

- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at 100 10th Street West, Bradenton, FL 3420[illegible]. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:	**For ICE:**
Date: March 12, 2025	Date: _____
Signature: _____	Signature: _____
Title: _____	Title: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA:

City of Bradenton
Bradenton Police Chief
100 10th Street West
Bradenton, FL 34205
941-932-9300

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the City of Bradenton, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

A. Telephonically to the ICE OPR at the toll-free number l-833-4ICE-OPR; or

B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

A. The LEA Internal Affairs Division; or
B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of' the LEA shall he honored. If appropriate, an individual may he removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are**:**

For the LEA:

City of Bradenton
Bradenton Police Chief
100 10th Street West
Bradenton, FL 34205
941-932-9300

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Environmental Protection (FDEP) State Revolving Fund Amendment 1 to Loan Agreement WW41030A0

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 11, 2023 the City received notification of approval for the State Revolving Fund Loan associated with the construction of Clarifier 3 at the WRF, the Injection Well Drilling at the WRF, and manhole/pipe lining improvements in the gravity sewer collection system. The agreement called for multiple dispersals of the approved funds, one in October 2023, one in October 2024 and one in October 2025. This is the first amendment authorizing the use of the second disbursement funds (October 2024).

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Amendment 1 to Loan Agreement WW4103A0.

ATTACHMENTS:

Amendment 1 to Loan Agreement WW4103A

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW4103A0
CITY OF BRADENTON

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BRADENTON, FLORIDA, (the "Local Government") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW4103A0, authorizing a Loan amount of $20,000,000, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of $20,000,000, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$40,000,000	140131

2. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

3. Additional financing in the amount of $20,000,000, excluding Capitalized Interest, is hereby awarded to the Local Government.

4. A Financing Rate of 0.71 percent per annum is established for the additional financing amount awarded in this amendment.

5. The estimated principal amount of the Loan is hereby revised to $40,251,100, which consists of $40,000,000 authorized for disbursement to the Local Government and $251,100 of Capitalized Interest.

6. An additional Loan Service Fee in the amount of $400,000, for a total of $800,000, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $40,000,000.

7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $1,102,685. Such payments shall be paid to, and must be received by, the Department beginning on September 15, 2026 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of $41,051,100, which consists of the Loan principal plus the estimated Loan Service Fee.

8. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS ($)	AUTHORIZED LOAN AMOUNT ($) TO DATE
Construction and Demolition	38,559,000	*Line items may vary*
Contingencies	3,855,900	*based on Actual*
Technical Services After Bid Opening	1,320,000	*Disbursements*
SUBTOTAL (Disbursable Amount)	43,734,900	40,000,000
Capitalized Interest	251,100	251,100
TOTAL (Loan Principal Amount)	43,986,000	40,251,100

9. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of $1,102,685 shall be due September 15, 2026.

10. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW4103A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF BRADENTON

_____
Mayor

Attest: Approved as to form and legal sufficiency:

_____ _____
City Clerk City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	March 12, 2025
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Lift Station 49 Generator Replacement in Palma Sola Trace
SUGGESTED ACTION:	Council approval for the expenditure related to the purchase of a replacement generator.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The generator at lift station 49 in Palma Sola Trace is approximately 30 years old and has reached the end of its service life. The generator serves to allow the lift station to continue to operate during severe weather events, minimizing the risk of sewer spillage. This purchase is being completed in compliance with and under contract PB 24-006NT.

FINANCIAL IMPACT:
The generator is being charged to the lift station rehabilitation budget approved by Council in September 2024.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of a new generator for LS49.

ATTACHMENTS:
Quote from Ring Power Systems

Ring Power CAT

CAT Power Systems

OLYMPIAN™ GENERATORS

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	32000 Blue Star Hwy	6202 N US 301/441	9901 Ringhaver Dr.	10421 Fern Hill Dr
St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **02.28.25**

QUOTATION NO: **JM 31476998-25**

CUSTOMER NAME: **City of Bradenton**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **14-16 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **6 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **City of Bradenton LS49**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL		UNIT PRICE
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator - Model D125-8, Rated 125kW standby at 0.8 PF, 120/240 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 400 Amp, generator mounted • Control panel with safety shutdowns, Engine controls and gauges		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *James Mosley*

James Mosley, EP/Ind Sales. Central Florida

TERMS

- This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together. All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• 105 degrees C rise generator with voltage regulator • Permanent magnet excitation • Sound attenuated enclosure, aluminum construction, 180 mph wind rated • UL142 listed sub-base fuel tank, 402-gallon capacity • Jacket water heater, 120VAC input • Battery charger UL 10 amp, 120VAC input • Generator space heater, 120VAC input • 5 Year / 2500-hour Caterpillar Extended Service Coverage, Platinum		
Caterpillar List Price		$82,474.00
Deduct per Sourcewell Contract (31% of list price)		-$25,567.00
Price with Sourcewell Discount		$56,907.00
-Freight ($6,305.00 List, 5% Discount)		$5,990.00
-Startup, and 4-hour resistive load bank test ($7,143.00 List, 5% Discount)		$6,785.00
-ASCO Automatic Transfer Switch 260A, Open Transition, 3 Pole, 240V ($7,875.00 List, 5% Discount)		$7,481.00
Total net price this line item		**$77,163.00**
Adder to include semi-annual maintenance inspection and service, per unit for one year		*$1,903.00*
Clarifications: -Pricing provided without written specifications. Equipment provided as a part of this proposal will be limited to the BOM above. -Ring Power is not responsible for project design or engineering services. Sizing reports provided for review and approval, based on customer-provided information. -All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost. -Pricing assumes generator and ATS will be commissioned in the same mobilization. Additional mobilizations will incur additional costs.		

Notes:

1. The above price includes start-up, testing, and customer training as defined and clarified above.
2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included
3. No sales tax included
4. No audio or video recording of training permitted.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.
8. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs

James Mosley

James Mosley

Ring Power Systems, Generator Sales Central Florida,
904.466.4712 Cell
James.mosley@ringpower.com

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Brandy Colandrea, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase Approval for two 2025 Peterbilt 520 Labrie Automated Side Loaders

SUGGESTED ACTION:

Staff recommends the approval of the purchase of two (2) 2025 Peterbilt 520 trucks equipped with Labrie automated side loader bodies from Rush Truck Center, based in Tampa, FL, for a total cost of $837,286. The cost for each truck is $418,643. This purchase will be made under contract number FSA23-VEH21.1.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
These new trucks will replace two existing refuse trucks that are between seven to ten years old and have reached the end of their expected service life. The older vehicles will be sold at public auction. The replacement trucks are expected to provide significant process improvements, enhancing efficiency and reliability in operations.

FINANCIAL IMPACT:

The necessary funds for this purchase have already been allocated in the Sanitation Fund (460) under the Solid Waste - Residential Division (534000).

SUGGESTED MOTION:
Motion to approve the purchase of two 2025 Peterbilt 520 Labrie Automated Side Loaders.

ATTACHMENTS:
Proposal from Rush Truck Centers

Rush Truck Center, Tampa
8111 East Adamo Dr.
Tampa, FL 33619
800-575-7383

Customer Proposal Letter

City of Bradenton
1300 6th Street West
Bradenton, FL 34208

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: FSA23-VEH21.1 Peterbilt 520 Item #86 All Fees Included
2026 Peterbilt 520 LABRIE AUTOMIZER Dual Drive Sit Down ASL 66K GVWR

Quantity	2	Total
Truck Price per Unit	$ 418,643.00	$ 837,286.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 418,643.00	$ 837,286.00
Optional Extended Warranty(ies)	$ 4,705.00	$ 9,410.00
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Battery Disposal Fee	$ 4.50	$ 9.00
Tire Recycling Program	$ 10.00	$ 20.00
RushCare Service Subscription[1][2] 0 months	$ 0.00	$ 0.00
Total Sales Price	$ 423,362.50	$ 846,725.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 423,362.50	$ 846,725.00

Sales Representative _____ Signature — Paul Canadine Printed Name — Date

Purchaser _____ Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager _____ Signature — Printed Name — Date

Quote good until 3/29/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

[1] Includes subscription period for # of specified months. [2] Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. [3] Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

www.rushtruckcenters.com

Rush Truck Center – Tampa | 8111 East Adamo Drive, Highway 60 | Tampa, Florida 33619 | 813-664-1441 Direct | 813-626-5024 Fax

FSA23-VEH21.1 Peterbilt 520 Item #86 All Fees Included		
2026 Peterbilt 520 LABRIE AUTOMIZER ASL 66K GVWR		
		Base Price 520
Option Code	**Description**	$ 206,815.00
6501110	LCF PROBILT CAB DUAL SEATED DRIVE	$ 9,918.00
1672630	DIFFERENTIAL LOCK BOTH AXLES	$ 1,958.00
8110150	LED HEADLIGHTS	$ 952.00
EPG	LABRIE Automizer	$ 199,000.00
Warranty	5 Year / 150,000 PP1 Engine	$ 2,390.00
Warranty	5 Year / 150,000 PP1 AFT	$ 1,200.00
Warranty	Allison 5 Year Warranty	$ 1,115.00
State	Tire Recycling Fee	$ 10.00
State	Battery Recycling	$ 4.50
Total Per Unit	**Total**	**$ 423,362.50**

Rush Peterbilt Truck Ctr. (P476)
8111 E. Adamo Drive
Tampa,, Florida 33619

City Of Bradenton
1300 6Th Street West
Bradenton, Florida 34208
United States of America

PAUL CANADINE
Cell Phone: 813-716-5128
Office Phone: 813-664-1441
Email: canadinep@rushenterprises.com

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 PX 9 ASL
Description 2:	Dual Drive 12.3.24

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader/Push-Out
Length (ft):	30
Height (ft):	8.33
Max Laden Weight (lbs):	18500

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	221
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	220.9
Cab to EOF (in):	295.9
Overall Comb. Length (in):	353.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	**0**
0095220	O	**Automated Side Loader/Push-Out** A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	**0**
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	**0**
Frame & Equipment			
0514170	O	**10-3/4" Steel Rails 343-450"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	**251**
0601500	O	**Full Steel Inner Liner**	**713**
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	**4**
0620160	O	**FEPTO Provision 4-7/8in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	**45**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	**0**
0651010	O	**Peterbilt Rear Mudflaps and Straight Hangers**	**25**

Sales Code	Std/ Opt	Description	Weight
		Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	
0713130	O	**(2) Solid Mount Cable Hooks**	**40**
Front Axle & Equipment			
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	**0**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	**84**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	**0**
1381460	O	**Meritor Q+ Air Cam Front Drum Brakes 16.5 x 7** Not Reduced Stopping Distance (RSD) compliant. Meritor Q+ Air cam front drum brakes for truck/trailer linehaul and vocational applications. The Q+ offers longer lining life and helps fleets meet reduced stopping distance regulations. For use with 10,000-13,200 lbs. steer axles, up to and including 40,000 lbs. drive axles and up to 20,000 lbs. lift axles. Requires Meritor Q+ Air Cam Rear Drum Brakes.	**0**
1390540	O	**Dust Shields, Cam Brakes, Front Axle**	**4**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	**0**
Rear Axle & Equipment			
1526130	O	**Meritor RT46-164E 46,000 lb** 5/8" wall. Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending	**189**

Sales Code	Std/ Opt	Description	Weight
		component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	**0**
1660000	O	**Dust Shields For Cam Brakes, Drive Axle(s)**	**4**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	**60**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	**9**
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	**36**
1680480	O	**Wide Track, Single & Tandem Drive Axle(s)** Wide track offers added stability. Rear width may exceed 102 inches. Verify operating restrictions and body installation.	**29**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	**0**
1680760	O	**Meritor Q+ Air Cam Rear Drum Brakes 16.5x8.625**	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	**0**
1706140	O	**Ratio 6.14 Rear Axle**	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	**-67**
1921475	O	**Shock Absorbers For HMX EX Suspension**	**31**

Sales Code	Std/ Opt	Description	Weight
Engine & Equipment			
2074809	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1200** Performance (2024 Emissions) N21350 C121 57....Maximum Accelerator Pedal Ve N21370 C128 57....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 100...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	**0**
2091120	S	**EMUX Electronics Architecture**	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	**0**
2091372		**Eff EIST NA Expiration Miles**	**0**
2091640		**Effective VSL Setting NA**	**0**
2092009	O	**Typical Operating Speed 58 MPH**	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	**0**
2140670	O	**EPA Emission Warranty**	**0**

Sales Code	Std/ Opt	Description	Weight
2140700	S	**EPA Engine Idling Compliance**	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	**0**
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	**2**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	**0**
2539980	O	**Kissling Battery Disconnect SW 300AMP** Single Tab; MTD on Battery Box	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	**0**
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	**0**
2921110	S	**PACCAR Fuel/Water Separator Standard Service** PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579	**0**

Sales Code	Std/ Opt	Description	Weight
		1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	
3120320	O	**Bugscreen**	**5**
3120450	S	**Stainless Steel Grille**	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	**0**
3381860	O	**Exhaust 90 Degree Diffuser**	**0**
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	**-5**
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	**1**
4250490	U	**Allison RDS, Pkg 170**	**0**
4251460	O	**Dual Station Electric Shift, Allison HD/RDS**	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	**0**
4256020	S	**Console Mounted Push Button Shifter**	**0**
4256360	O	**Auto Neutral AK, Allison HD/RDS Dual Steer** Add code 4540940 if plumbed to flip valve to actuate service brakes is desired	**0**
4256450	O	**Allison MD/HD Shift Select AL** Dual station controls	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and	**0**

Sales Code	Std/ Opt	Description	Weight
		fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	
Air & Trailer Equipment			
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	**0**
4540420	S	**Nylon Chassis Hose**	**0**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	**0**
4544040	O	**Dual Brake Pedals** Only available with 6501100 or 6501110	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	**0**
Tires & Wheels			
5004040	S	**FF: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**0**
5104040	O	**RR: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**392**
5190008	S	**Code-rear Tire Qty 08**	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	**-94**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	**-216**
5390008	S	**Code-rear Rim Qty 08**	**0**
Fuel Tanks			
5556130	O	**26" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup	**13**

Sales Code	Std/ Opt	Description	Weight
		tube. Wire braid fuel lines increase durability & reduce potential for leaks.	
5604080	O	**Location LH BOC 80 Gallon**	**0**
5650490	S	**Fuel Cooler** Required with single fuel tank	**0**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	**0**
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	**0**
Battery Box & Bumper			
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	**0**
6122810	O	**Steel Bumper Swept Back Painted** Requires bumper extension, includes two front tow eyes with pins	**2**
6132400	O	**Notched Top Flange Of Bumper** Does not include fepto provisions	**0**
Cab & Equipment			
6501110	O	**53" LCF ProBilt Cab Dual Seated Drive** Dual Steer with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, sstl grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, doghousfull insulation, rubber floor mats, engine tunnel mounted control console, removable instrument panel w/speedometer message center, two engine oil pressure gauges, cigar lighter and ashtray, adjustable side flip-down interior sunvisor,17" black steering wheels LH and RH w/horn buttons, power windows, 18" step height, extended metal step w/ addt'l grab handle, Front and side Directionals, Remote radio control and HVAC head for applicable drive station, Multi-function turn stalk, Pantograph wiper operation for expanded coverage area, Stylized single rectangular headlight.	**81**
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	**0**
6541479		**KEY G479**	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat**	**0**

Sales Code	Std/ Opt	Description	Weight
		Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	
6924160	O	**Sears C2 Plus Premium Passenger Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	**0**
6931120	O	**Seat Belt Color Orange IPO Standard Black**	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	**3**
6934080	O	**Passenger Headrest For C2+ Seat Only** Includes headrest only.	**3**
6939400	O	**Air Ride Driver**	**43**
6939430	O	**Mid Back Driver**	**0**
6939470	S	**Vinyl Driver**	**0**
6939500	O	**Air Ride Passenger**	**43**
6939530	O	**Mid Back Passenger**	**0**
6939570	S	**Vinyl Passenger**	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	**0**
7000005	O	**Fixed Steering Column**	**0**
7000815	O	**Steering Wheels for Dual Steer** 16 inch LH and RH drive station.	**0**
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	**13**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	**0**
7230350	S	**2-Piece Flat Windshield**	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner**	**0**

Sales Code	Std/ Opt	Description	Weight
		With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	**-7**
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	**4**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	**6**
7728020	O	**Bluetooth Located On Driver Side**	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	**0**
7728050	O	**USB Port**	**0**
7788335	S	**Global Telematics Hardware**	**0**
7851330	O	**Cab Tilt Pump Air Assist**	**0**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	**12**
7901130	O	**Backup Alarm (107 DB)**	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	**0**

Sales Code	Std/ Opt	Description	Weight
8021810	O	**Brake Application Air Pressure (Tractor)** Located in Digital Cluster Display.	0
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	**Self-Canceling Turn Signal**	2
Paint			
8500440	O	**Chassis Painted Other Than Black**	0
8500710	S	**Standard Paint Color Selection**	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER P3036EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME P3036EA BLACK	0
Shipping Destination			
Options Not Subject To Discount			

Sales Code	Std/ Opt	Description	Weight
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	**0**
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	**0**
9407147	O	**Fuel Price Index Factor $21 NET**	**0**
9408529	O	**Allison Surcharge 4000 Series Transmission**	**0**
9408634	O	**SmartLINQ RD - 5YR Sub** PACCAR PX Engines	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	**0**

Miscellaneous

9409059	O	**State Of Registry: Florida**	**0**
9409645	O	**Model Year 2025 Engine**	**0**
9409749	O	**2024 Series Emissions Engine**	**0**

Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight (lbs) 18,683

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY:

Prepared for:

Rush Truck Center



Labrie Automizer Right Hand

Pat Sullins | 863-232-9671| Psullins@myepg.com

ENVIRONMENTAL PRODUCTS GROUP

The Automizer Right-Hand side Loader

End User: Bradenton, FL (city of) SWD

8-15-24

Labrie Side Loaders

Environmental Products would like to thank you for the opportunity to present the **Labrie Automizer Right-Hand Side Loader.**
Environmental Products Group is the sole provider of Labrie Equipment in the state of Florida, as well as many other leading industry product lines including: Vactor sewer Cleaners, Elgin Street Sweepers, TRUVAC Hydro Excavation Equipment, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.
Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, Tennessee. Including Vactor, Elgin, TRUVAC, and Envirosight repair centers, Extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.
EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

Product Description

- The Automizer™ Right-Hand side loader features a strong, light-weight body with a reliable loading arm that can reach farther than any other automated side loader.

  Parked cars and other obstacles are no longer an obstacle with an arm that can reach 12-feet and lift up to 1,000 pounds fully extended.
  Thanks to carefully engineered hydraulics, this arm maneuvers both smoothly and with exacting precision.

Standard Features

- Crusher Panel
- Heavy Duty Arm & Gripperr "32 to 95 gal."
- Arm out alarm at 4 mph
- Spill shield: installed behind gripper
- Auxiliary arm controls in-cab: RH-side- (Mini-joystick style)
- Grabber counting device: counts number of carts dumped
- Automatic pump shut off at 50 km/h- 32 mph

Lighting Features

- Additional Lights on tg. : 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
- Backup Lights on Tailgate – LED (2)
- Work Light Package – LED (2)
- Hopper Streetside (1)
- Curbside Post (3)

Camera Options

- Quadruple EnviroLink Cameras (4)
- Tailgate center 2/3 (1)
- Hopper Streetside (4) – Pointing Curbside
- Post Curbside (5) – Pointing Curbside
- Tailgate Streetside – Pointing Streetside Alley
- EnviroLink 7" Color Monitor
- On Ceiling, Centered, Near the Windshield

ENVIRONMENTAL PRODUCTS GROUP

Body Options

- Clean out tools (broom- hoe & shovel kit including brackets; installed at front-of-body)
- Body floor liner full length Hardox 450 steel
- Hopper Side Wall liners: Hardox 450
- Hopper floor liner: Hardox 450
- Anit-sail bars on rear mudflaps
- Central grease point for follow panel rollers
- Central grease point for packer shoes and rails
- Ground level grease points: for tailgate & hopper door hinges
- Retainer teeth under breaker bar – Hardox 450
- ANSI Z245.1-2012 compliant
- Tapered body
- Paint: White

Body Price: $199,000.00

Price does not include F.E.T., FL Sales Tax, and/or Contracting Fees

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature: _____ **Date**: _____

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Tamara Melton, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-34 - Signature Authority for a Construction Agreement with the Florida Department of Transportation (FDOT)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is working with FDOT to construct an emergency traffic signal at Fire Station 2, located at 2233 Manatee Avenue East. To expedite the process, FDOT requested that Mr. Perry have authorization to sign the construction agreement and documents related to the project.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille approved the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 25-34 and authorize the City Administrator to execute the construction agreement and documents related to the installation of an emergency traffic signal at 2233 Manatee Avenue East.

ATTACHMENTS:
Resolution 25-34

RESOLUTION NO. 25-34

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF AN EMERGENCY TRAFFIC SIGNAL AT 2233 MANATEE AVENUE EAST ON BEHALF OF THE CITY PURSUANT TO SECTION 2-236 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton (the "City") is constructing a fire station at 2233 Manatee Avenue East (the "Project"); and

WHEREAS, the Florida Department of Transportation ("FDOT") has requested the City enter into a Construction Agreement with FDOT to authorize the installation of an emergency traffic signal near the Project at 2233 Manatee Avenue East (the "Agreement"); and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Bradenton to enter into the Agreement; and

WHEREAS, FDOT now requires adoption by the City Council of a resolution authorizing the City Administrator to execute the Agreement; and

WHEREAS, pursuant to the City of Bradenton Code of Ordinances Section 2-236, the City Council is permitted to authorize the City Administrator or designee to make purchases or execute contracts on behalf of the City, subject to certain limitations as determined by the City Council;

WHEREAS, the City Council desires to authorize the City Administrator to execute the Agreement and any related documents on behalf of the City.

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

1. **Recitals**. The recitals set forth above are true and accurate and are hereby adopted as findings of the City Council and incorporated herein by reference.

2. **City's Authorized Signatory**. The City Council hereby authorizes the City Administrator to execute the Agreement for installation of an emergency traffic signal near the Project on 2233 Manatee Avenue East, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

3. The City Administrator or designee is authorized to transmit the executed Agreement and this Resolution to the Florida Department of Transportation.

4. **Severability**. In the event that any portion 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 this Resolution which shall remain in full force and effect.

5. **Conflict**. All resolutions or portions of resolutions in conflict with any of the provisions in this Resolution are hereby repealed to the extent of such conflict.

6. **Effective Date**. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12TH DAY OF MARCH 2025.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION AGREEMENT

Construction Agreement No.: _____

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) _____ (hereinafter referred to as the "DEPARTMENT") and (Name) _____ (Address) _____ (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR _____ Section _____ Subsection _____ from Begin MP _____ to End MP _____ Local Name _____ located in _____ County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of _____. **See attached Exhibit A Scope of Services/Special Provisions.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars ($ _____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars ($ _____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars ($ _____). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide

the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within _____ days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
    B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

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

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:
Name _____ Title _____
Office No. _____ Cell _____ Email _____
Address _____

DEPARTMENT CONTACT INFORMATION:

Name _____ Title _____
Office No. _____ Cell _____ Email _____
Address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:

_____

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Professional Services for Architectural and Engineering Services for LECOM Park with Fawley Bryant Architects, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On December 18, 2024, Council approved RFQ 24-027EJ recommendation of award to Fawley Bryant Architects, Inc. for Professional Architectural Services for the design of a new third baseball field, associated buildings and redesign of an existing second field at LECOM Park.

The Purchasing Department is now bringing forward the resulting contract for execution.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Conflict Council.

SUGGESTED MOTION:
Motion to the agreement with Fawley Bryant Architects, Inc. for architectural and engineering services for LECOM Park.

ATTACHMENTS:
Agreement for Professional Services for Professional Architectural and Engineering Services for LECOM Park

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

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

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

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

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

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

A. CONSULTANT'S SERVICES

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

B. TERM

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

C. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

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

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

3. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in this Agreement will be adjusted to exclude any significant sums by which the City determines the amount by which the Agreement was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one (1) year following completion of this Agreement.

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

D. ADDITIONAL SERVICES

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

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

E. METHOD OF PAYMENT

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

F. INSURANCE

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

G. RESPONSIBILITIES OF THE CONSULTANT

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

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

3. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Consultant from consideration for awarded for future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the Consultant does not abide by the terms of this Section.

4. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

5. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the Consultant. Such records shall be retained for a minimum of three (3) years after completion of the services.

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

7. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed in accordance with the design schedule as set forth in this RFQ, subject only to delays caused by force majeure. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

H. OBLIGATIONS OF CITY

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

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

I. TERMINATION

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

J. PUBLIC RECORDS

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

1. Consultant shall keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
3. Consultant shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Consultant does not transfer the records to the City;
4. Consultant shall upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Consultant keeps and maintains public records upon completion of the agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

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

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

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

K. **MISCELLANEOUS**

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

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

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

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

5. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

6. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

7. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

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

To Owner:

City of Bradenton
Attn: _____
_____
Bradenton, Florida 34205

To Consultant:

_____
_____
_____
_____
Email: _____

Copy to:

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

Copy to:

_____
_____
_____
_____
Email: _____

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

CITY OF BRADENTON:

By: _____
Gene Brown, Mayor

Date: _____

FAWLEY BYANT ARCHITECTURE

By: Stu Henderson

Title: AIA, Owner

Date: _____

WITNESS FOR CITY:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A
SCOPE OF SERVICES

1. PROJECT OVERVIEW

A. Baseball Fields & Structures

i. City Park Field:

a. Description: Construction of a new feature baseball field replicating the PNC Park dimensions and characteristics.

b. Features:

1. Synthetic or natural turf (to be determined)
2. Lighting and windscreen batter's eye (fence)
3. 21' tall fence in right field
4. LED scoreboard & foundations
5. Aluminum roof surface dugouts and bullpens (2, 2-lane) for home and away teams
6. Aluminum spectator seating for 300 behind home plate (by delegated engineer)
7. Elevated, shaded, occupiable platform (less than 500 sf) for announcing (B&P) with outdoor rated electric lift.
8. PA system for games and events
9. Field and directional signage
10. Hard scape and land scaping
11. Netting along 9th St West & 13 Avenue

ii. Existing Practice Field:

a. Description: Renovation of the existing practice field.

b. Features:

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

iii. Batting Tunnel Building:

a. Description: A new approx. 4500 sf pre-engineered metal building, covered and insulated batting tunnel.

b. Features:

1. Located near the visitors' clubhouse and stadium bullpen area.
2. Netting
3. Design ed to remain dry, with roll down vinyl for lightning protection.
4. Ventilation+ Fan s (no a/c), appropriate lighting, manually adjusted netting.
5. Limited A/C - TBD
6. Performance measuring technology accommodations
7. Synthetic turf and mounds for two batting lanes
8. Storage for 'L-Screens' and pitching machines.
9. Electrical closet

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

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

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

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

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

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

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

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

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

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

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

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

2. KEY DESIGN AND CONSULTANT SERVICES INCLUDED

Consultant shall provide the services described in this section.

A. Analysis and Site Engineering Development:

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

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

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

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

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

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

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

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

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

ii. The Consultant shall:

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

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

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

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

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

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

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

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

system for supplies and equipment for the Project.

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

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

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

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

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

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

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

vii. Consultant's subconsultants are as follows:

a. Engineering Matrix, Inc.

b. Bennett & Pless, Inc.

c. Musco LLC

d. ZNS Engineering, L.C.

e. Kimley-Horn and Associates, Inc.

f. Fishman & Associates, Inc.

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

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

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

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

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

3. WORK PLAN

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

Phase I – Pre-Design

Phase II – Schematic Design

Phase III – Design Development

Phase IV – Construction Documents)

Phase V – Bidding, Negotiations, and Permitting

Phase VI – Construction Administration

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

B. PHASE I - PRE-DESIGN

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

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

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

ii. Task B – Topographic Survey

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

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

iii. Task C – Master Plan

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

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

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

C. PHASE II - SCHEMATIC DESIGN

EXHIBIT A
SCOPE OF SERVICES

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

i. Task A – Schematic Design

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

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

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

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

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

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

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

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

b. Preliminary narratives for operating and maintenance.

c. Specifications in outline form listing sections.

d. Project Schedules

e. Written recommendations for sustainable design features.

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

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

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

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

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

D. **PHASE III - DESIGN DEVELOPMENT**

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

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

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

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

b. Task B – Structural Engineering

c. Task C – Mechanical Engineering

d. Task D – Plumbing Engineering

e. Task E – Electrical Engineering

f. Task F – Interior Design

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

g. Task G – Civil Engineering

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

h. Task H – Landscaping

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

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

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

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

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

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

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

E. **PHASE IV- CONSTRUCTION DOCUMENT**

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

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

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

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

b. Task B – Structural Engineering

c. Task C – Mechanical Engineering

d. Task D - Plumbing Engineering

e. Task E – Electrical Engineering

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

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

h. Task H – Civil Engineering

   Consultant shall provide:

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

i. Task I – Landscaping

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

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

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

terms and provisions of this Agreement.

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

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

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

iii. Negotiations with the Construction Manager

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

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

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

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

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

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

G. **PHASE VI - CONSTRUCTION ADMINISTRATION**

i. Task A – Construction Phase

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

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

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

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

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

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

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

h. The Consultant shall assist in coordinating inspection services.

i. The Consultant shall monitor construction project schedules.

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

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

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

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

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

ii. Task B - Post Construction Services

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

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

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

EXHIBIT B
PROJECT SCHEDULE

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

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

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

EXHIBIT C
FEE SCHEDULE

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

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

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

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

EXHIBIT C
FEE SCHEDULE

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

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract IFB 24-036NT with Ferreira Construction Co., Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On February 12, 2025, Council approved IFB 24-036NT recommendation of award to Ferreria Construction Co., Inc. to for the Eastside Drainage Improvements project. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Included in the department's budget.

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

SUGGESTED MOTION:
Motion to approve Contract IFB 24-036NT with Ferreira Construction Co., Inc.

ATTACHMENTS:
Contract IFB 24-036NT with Ferreira Construction Co., Inc.

CONTRACT FOR EASTSIDE DRAINAGE IMPROVEMENTS

THIS CONTRACT is made and entered into as of the 12th day of March 2025 (the "Effective Date"), by and between the City of Bradenton (the "City"), a Florida municipality, and Ferreira Construction Co., Inc. (the "Contractor"), located at 31 Tannery Road, Branchburg, New Jersey 08876.

WITNESSETH

WHEREAS, the City issued IFB 24-036NT (the "IFB") to procure a qualified bidder to provide construction services for the construction of approximately 2,500 linear feet of storm sewer, curb inlets, manholes, swale systems, stormwater, pond system, and all associated components as specified in the IFB;

WHEREAS, the Contractor was the successful bidder;

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the IFB.

NOW, THEREFORE, the City and Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

A. CONTRACT DOCUMENTS

The contract documents, which comprise the entire contract between City and Contractor and which are made part hereof by this reference, consist of the following:

1. Solicitation 24-036NT, and any addenda
2. Bid Form
3. Eastside Drainage Improvement Plans, as dated December 3, 2024

B. ENGINEER

The Project has been designed by the City (hereinafter also referred to as the "Engineer"), which shall assume all duties and responsibilities, and possess all rights and authority, assigned to the Engineer under the Contract Documents.

C. PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish to the City, prior to the commencement of operations hereunder, a performance and payment bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen and laborers. The City will only accept a Performance and Payment bond from a surety with an A.M.

Best rating of "A- "(excellent) or better for bids requiring bonds of $500,000 or greater, or "B+" (Very Good) or better for Bids requiring a bond of less than $500,000. Said bond shall be in a form acceptable to the City Attorney. In accordance with Section 255.05, F.S., the City may not make a payment to the Contractor until Contractor has provided a certified copy of the recorded bond.

D. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

1. The City shall pay Contractor the sum not to exceed two million, three hundred seventy-six thousand, one hundred and fifty three dollars and ten cents. ($2,376,153.10) for the Scope of Work (the "Contract Price").

2. All specified cash allowances are included in the Contract Price, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

3. The Contract Price for the Scope of Work set forth as of the Effective Date of this Contract is based upon estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

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

E. ADDITIONAL SERVICES

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

2. If the City requires the Contractor to perform additional services and if such services are not required as a result of error, omission, or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. Any additional service or work performed before a written amendment to this Contract shall not be compensated by the City.

F. PAYMENT PROCEDURES

1. *Submittal and Processing of Payments*

   a. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

b. Contractor shall send Applications for Payment to the City along with all required supporting documentation with each Application for Payment.

c. Contractor shall request payment for work completed only. This may include stockpiled materials.

d. Applications for Payment shall be paid in accordance with Florida's Prompt Payment Act.

2. *Progress Payments; Retainage*

a. City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Scope of Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

i. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

1. 95 percent of Scope of Work completed (with the balance being retainage). If the Scope of Work has been 50 percent completed as determined by City, and if the character and progress of the Work have been satisfactory to City, then as long as the character and progress of the Work remain satisfactory to City, there will be no additional retainage; and

2. 95 percent of cost of materials and equipment not incorporated in the Scope of Work (with the balance being retainage).

b. Upon Substantial Completion, City shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Scope of Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Scope of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

3. *Final Payment*

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

G. CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the IFB and any addenda thereto.
2. Contractor has visited and become familiar with the Site, and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Scope of Work.
3. The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Scope of Work.
4. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Scope of Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
5. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Scope of Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
6. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Scope of Work.

H. INSURANCE

Before performing any work pursuant to this Contract, Contractor shall procure and maintain, during the life of this Contract, unless otherwise specified, insurance as specified in the Contract Documents.

I. TIMELY PERFORMANCE BY CONTRACTOR

1. *Dates to Achieve Substantial Completion and Final Payment*.

   The City and Contractor agree that the Scope of Work shall be completed in accordance with the Contract Documents, as follows:

   a. The Scope of Work shall be substantially completed within 240 days of the date of commencement of the Contract Times, in accordance with General Conditions Paragraph 2.03 ("Substantial Completion"); and

   b. The Scope of Work shall be completed and ready for final payment within 270 of the date of commencement of the Contract Times, in accordance with General Conditions Paragraph 14.07 ("Completion").

2. *Time of the Essence.*

   The City and Contractor recognize and agree that time is of the essence, and that the City will suffer financial losses if the Scope of Work is not completed within the agreed timeframes set forth in Section H(1) above, and the Contract Documents, plus any extensions permitted in accordance with Article 12 of the General Conditions.

3. *Liquidated Damages*.

   It is acknowledged and agreed by the parties that Contractor's failure to comply with the timeframes set forth in the Contract Documents will cause the City to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the City of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the City as against the Contractor and its Surety, in the event of Contractor's failure to comply with the timeframes identified in the Contract Documents and without the City being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Contractor shall be liable to the City for payment of liquidated damages as adjusted for time extensions, if any, provided pursuant to Article 12 of the General Conditions. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay such liquidated damages to the City without limiting

the City's right to terminate this Contract for default as provided in the Contract Documents.

If the Contractor fails to comply with the deadlines set forth in Section H (1) above, then, for each day beyond such deadline until the Contractor achieves Substantial Completion or Completion, as applicable, the Contractor shall owe the City liquidated damages in the amount of $500.00 per calendar day for each day of such failure beyond the applicable deadline.

J. TERMINATION

This Contract is subject to termination in accordance with Article 41 of the General Conditions.

K. INDEMNIFICATION

Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Contract or of Contractor's duties or obligations under this Contract; or (ii) Contractor's negligence, gross negligence or willful misconduct in performing its duties and obligations under this Contract. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

L. PUBLIC RECORDS

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

1. Contractor shall keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
3. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract if the Contractor does not transfer the records to the City;

4. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

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

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

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

M. NOTICE

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

To City:
City of Bradenton
Attn: Purchasing
101 Old Main Street
Bradenton, Florida 34205
Email: Purchasing@bradentonfl.gov
Copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esquire
802 11th Street West
Bradenton, Florida 34205
Email: srudacille@blalockwalters.com

To Contractor:
Ferreria Construction Co. Inc.
Attn: John Ciabattari, Vice President
13000 SE Flora Avenue
Hobe Sound, Florida 33455
Email: Jciabattari@ferreiraconstruction.com
Copy to:
Ferreria Construction Co. Inc.
Attn: Cecilia Hein
13000 SE Flora Avenue
Hobe Sound, Florida 33455
Email: Chein@ferreriaconstruction.com

N. VENUE

This Contract is governed by the laws of the State of Florida. Venue for any dispute arising out of this Contract shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

O. MISCELLANEOUS

1. *Terms*. Any terms used in this Contract which are not defined herein shall be defined in the General Conditions and Supplementary Conditions included in the Contract Documents.

2. *Assignment*. No assignment by a party hereto of any interest in or rights under this Contract will be binding upon another party hereto without the written consent of the party sought to be bound, and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such written consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

3. *Successors and Assigns*. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

4. *Severability*. Any provision or part of any provision of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the

Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

5. *Contractor's Certifications*. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

WITNESS:

Print Name: Steven Ulmer

Signed By:

Date: 2/19/2025

CONTRACTOR:

Print Name: John Ciabattari

Signed By:

Title: V.P

Date: Feb 19, 2025

CITY OF BRADENTON

BY: _____

GENE BROWN, MAYOR

ATTEST:

BY: _____

TAMARA MELTON

City Clerk

Date: _____

Approved as to form:

BY: _____

SCOTT E. RUDACILLE

City Attorney

5084053v1

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** Resolution 25-24 - PUBLIC HEARING

SUGGESTED ACTION: Motion to either approve or deny Resolution 25-24, Case PLN-SUP-24-0007. If the action is to approve, the following are recommended stipulations for approval:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 2-tables may remain on the sidewalk when the business is closed. The items shall be placed adjacent to the building unit and locked together.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a Special Use application requesting permission to allow a sidewalk cafe with alcoholic beverages at 316 12th Street West.

The business is new to downtown Bradenton and currently does not have a sidewalk cafe adjacent to its premises but would like to opportunity to establish one that will be in compliance with the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 25-24 with stipulations recommended by staff.

ATTACHMENTS:
Resolution 25-24
Staff Report
Application
Presentation

RESOLUTION 25-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0007 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 316 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3295600005), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Landmark 1896, LLC (the "Property Owner" or "Applicant") owns the property located at 316 12th Street West, Bradenton, Florida (Parcel ID No 3295600005), more particularly described in Exhibit "A" (the "Property"), and

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

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

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

WHEREAS, the City Council held a noticed public hearing on March 12, 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 sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended stipulations to consider for an approval.
e. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape, and the nature of surrounding development. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.2.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties is adequate for the proposed use. See 3.3.2.5.

7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the city's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 4 tables and 8-chairs, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 2-tables may remain on the sidewalk when the business is closed. The items shall be placed adjacent to the building unit and locked together.
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

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

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

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 12th DAY OF MARCH 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

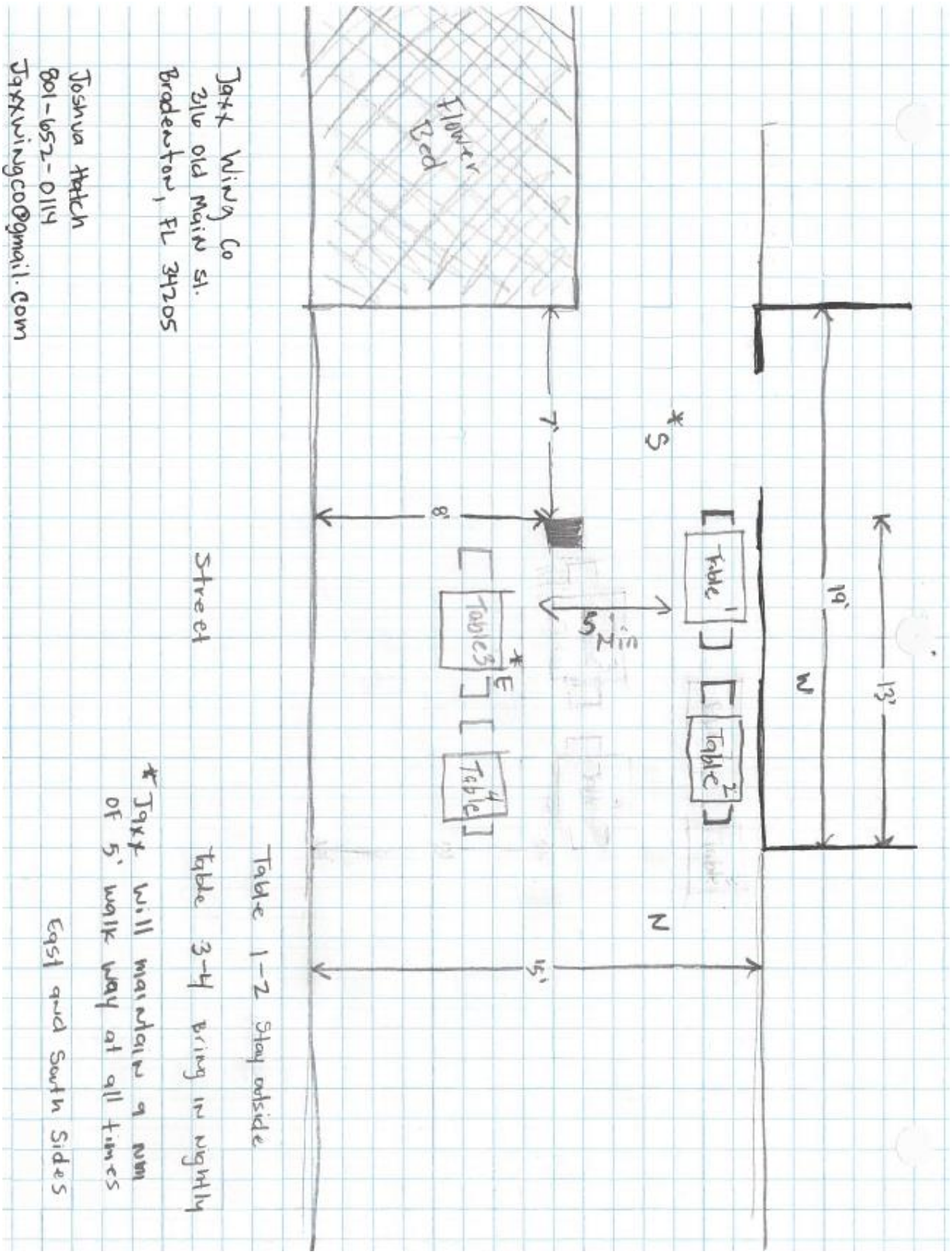
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel3295600005:
LOT 17 & A STRIP 1/2 CH WIDE W OF & ADJACENT TO LOT 17 EXCEPTING ANY PART THEREOF WHICH MAY NOW BE IN USE FOR STREET PURPOSES TURNER PLAT PI#32956.0000/5

EXHIBIT "B"



Jaxx Wing Co
216 Old Main St.
Bradenton, FL 34205

Joshua Hatch
801-652-0114
Jaxxwingco@gmail.com

*Jaxx will maintain 9 mm of 5' walk way at all times

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
March 12, 2025

Staff Report

Case Number: PLN-SUP-24-0007
Res. Number: 25-24
Applicant: Joshua Hatch (agent)
Owner: Landmark 1896, LLC
Address: 316 12th Street West
Parcel ID No: 3295600005
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center – Transect District)
South: T5 (Urban Center – Transect District)
East: T5 (Urban Center – Transect District)
West: T5 (Urban Center – Transect District)

Future Land Use: North: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Joshua Hatch (agent) of Jaxx Wing Co. submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 316 12th Street West.

Jaxx Wing Company is a new business in downtown Bradenton and the proposed request will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West. Following is a summary of the request:

- Area size: 15' x 19' (sidewalk depth and unit width).
- Number of Tables: 4-tables.
- Number of Seats: 8-chairs.

- Bussing and Hostess Stations: No.
- Table Umbrellas: No.
- Requesting permission to allow for the 2-tables to remain on the sidewalk and those tables are identified on the plan as tables 1 and 2.

Based on the submitted site plan, a minimum of 5’ of traversable space for pedestrians to pass by the café area will be provided. There are no Fire Department Connections (FDC) within the proposed café area.

The City of Bradenton Development Review Committee (DRC) reviewed the request at their January 21, 2025, meeting and the Committee recommended that the applicant place two of the tables closer to the street which will allow better pedestrian flow on the public sidewalk. The plans have been modified accordingly to the recommendation.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-S T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.
Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are

met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or

create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties

from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of 5' of traversable space on the public sidewalk.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: It appears that the subject request will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

   Staff Response: It appears that the subject request will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

   Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

   Staff Response: It appears that the proposed request is appropriate for the subject property and district.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

   Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject request.

k. Consistency with the city's comprehensive plan.

   Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on February 19, 2025, and recommended to City Council **Approval** (vote 4-0) of Resolution 25-24, Case PLN-SUP-24-0007 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 2-tables may remain on the sidewalk when the business is closed. The items shall be placed adjacent to the building unit and locked together.
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Proposed Overall Project Site Layout

EXHIBIT "A"
Location Map



EXHIBIT "B"
Future Land Use Map

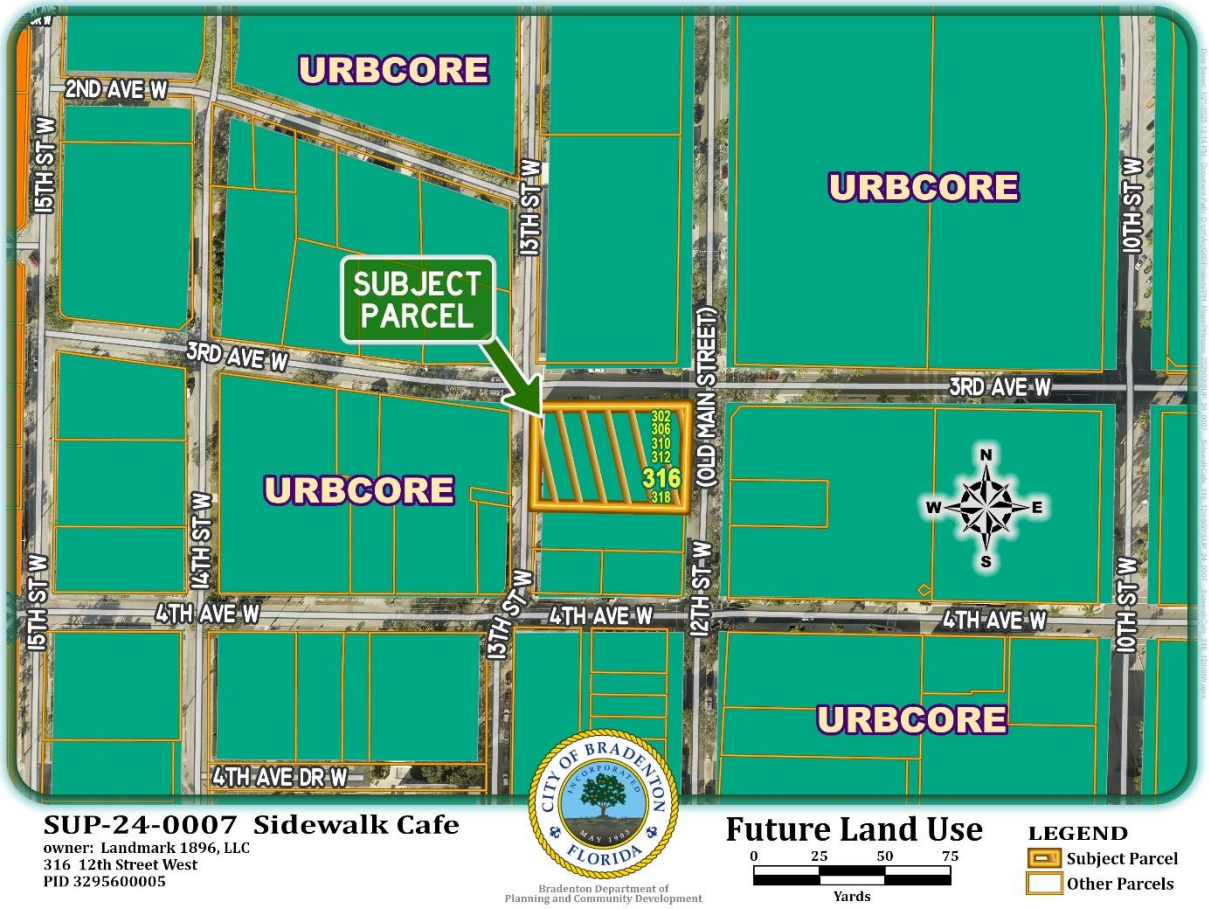


EXHIBIT "C"
Zoning Map

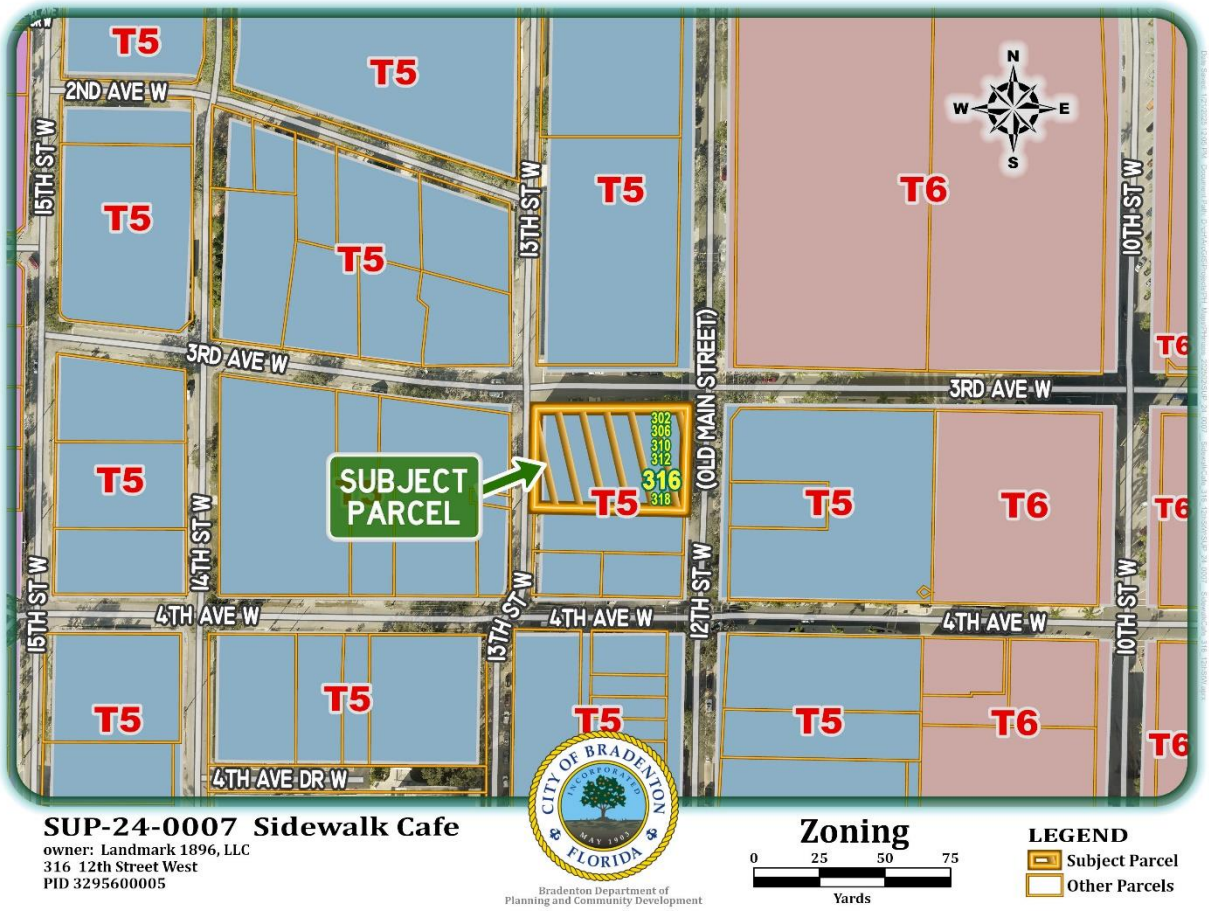
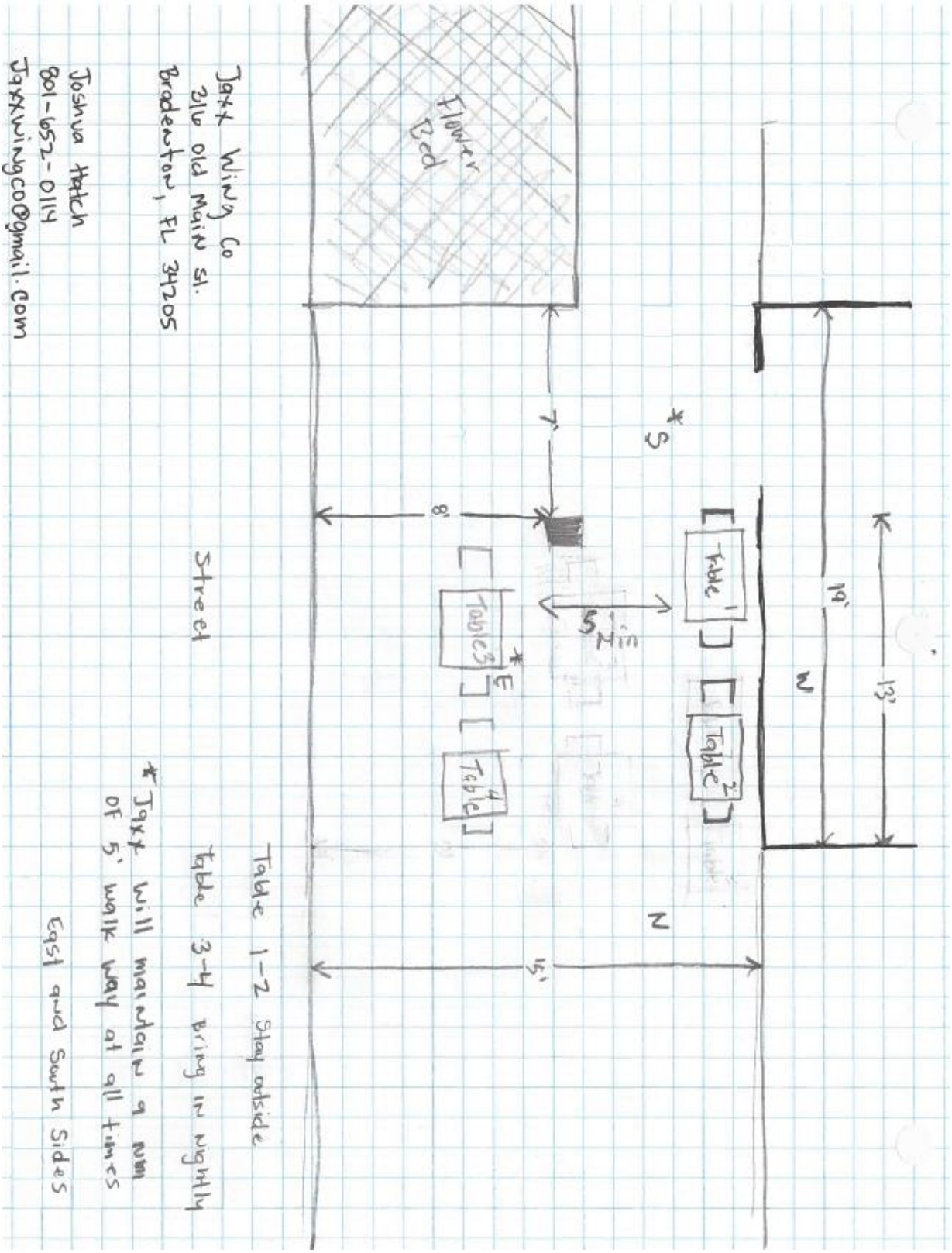


EXHIBIT "D"
Proposed Project Site Layout



PLN-SUP-24-0007

Menu Reports Help

File Date: 12/13/2024

Application Status: New

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: This is an application for a cafe license to allow us to have seating outside. We would like three tables and chairs that stay outside at all times and two additional that we

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Docum
Wing Co Special Use pe...	PLNG_SPUSE	Site Plan	Sight Plan that was...	application/pdf	Uploac

Show all

Address: 316 12TH St W, BRADENTON, FL 34205

Owner Name: LANDMARK 1896 LLC

Owner Address: 312 12TH ST W, BRADENTON, FL 34205

Parcel No: 3295600005

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
Joshua Hatch	Jaxx Wing Co	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
Use Not Listed In The Code	Cafe Outdoor seating

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf	Received	01/14/2025	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

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 316 Old main St

I, Joshua Hatch, the registered property owner(s) of the above noted property, do hereby authorize

Jaxx Wing Co.
Print Name of Agent — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s) — Owner(s) Address (if different than property above)

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 15th day of November, 2024, produced FLDL _____ respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Callum Johnstone, Notary Public
Print Name

CALLUM JOHNSTONE
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION # HH 395581
MY COMMISSION EXPIRES
May 07, 2027

State of Florida
My Commission Expires: May 7th, 2027

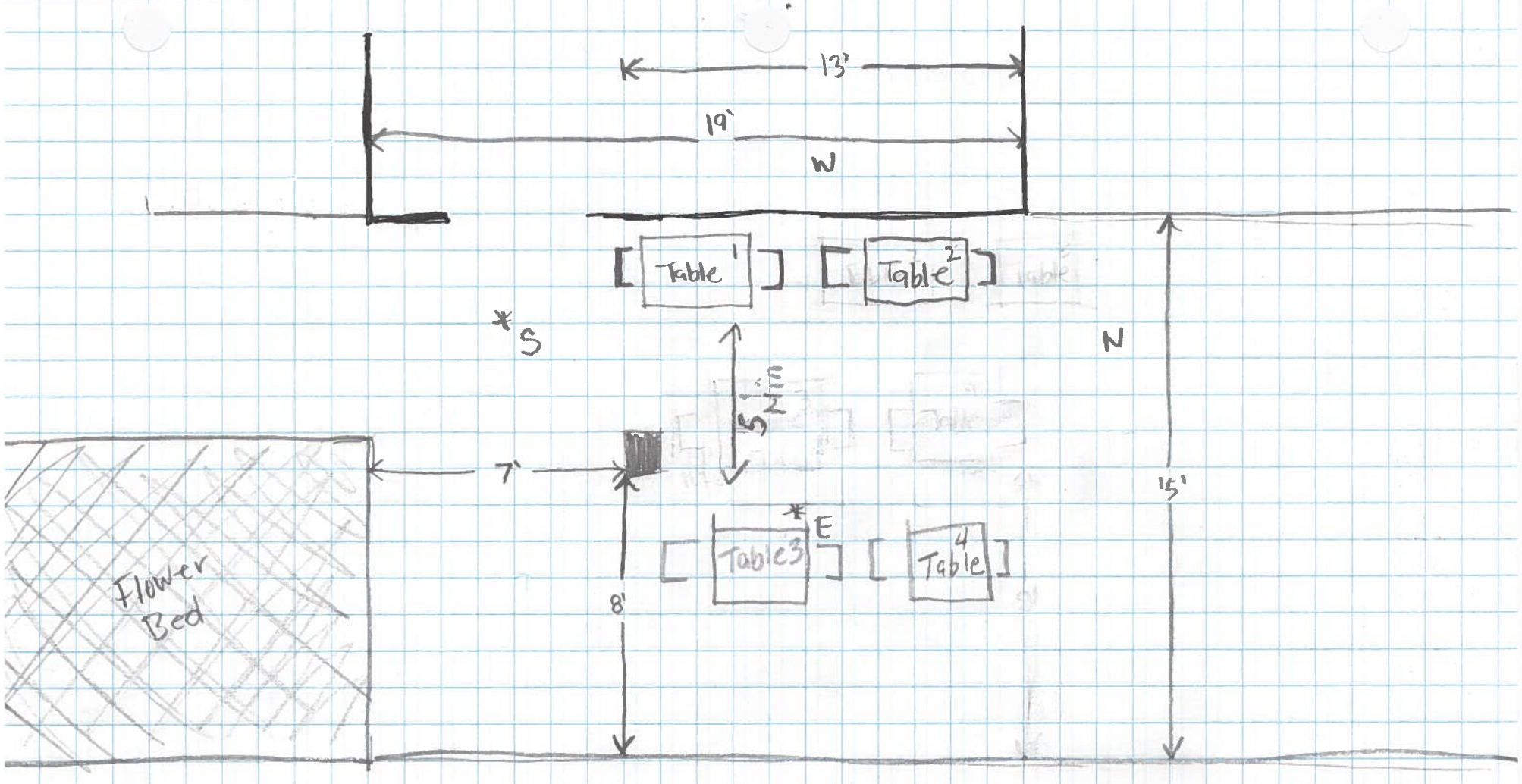


Table 1-2 Stay outside

Table 3-4 Bring in Nightly

Jaxx Wing Co
316 Old Main St.
Bradenton, FL 34205

Street

*Jaxx will maintain 9 min of 5' walk way at all times

East and South Sides

Joshua Hatch
801-652-0114
Jaxxwingco@gmail.com

City Council
March 12, 2025

Resolution 25-24| Case PLN-SUP-24-0007

Special Use request to permit a sidewalk café with alcohol beverage sales for property located at 316 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

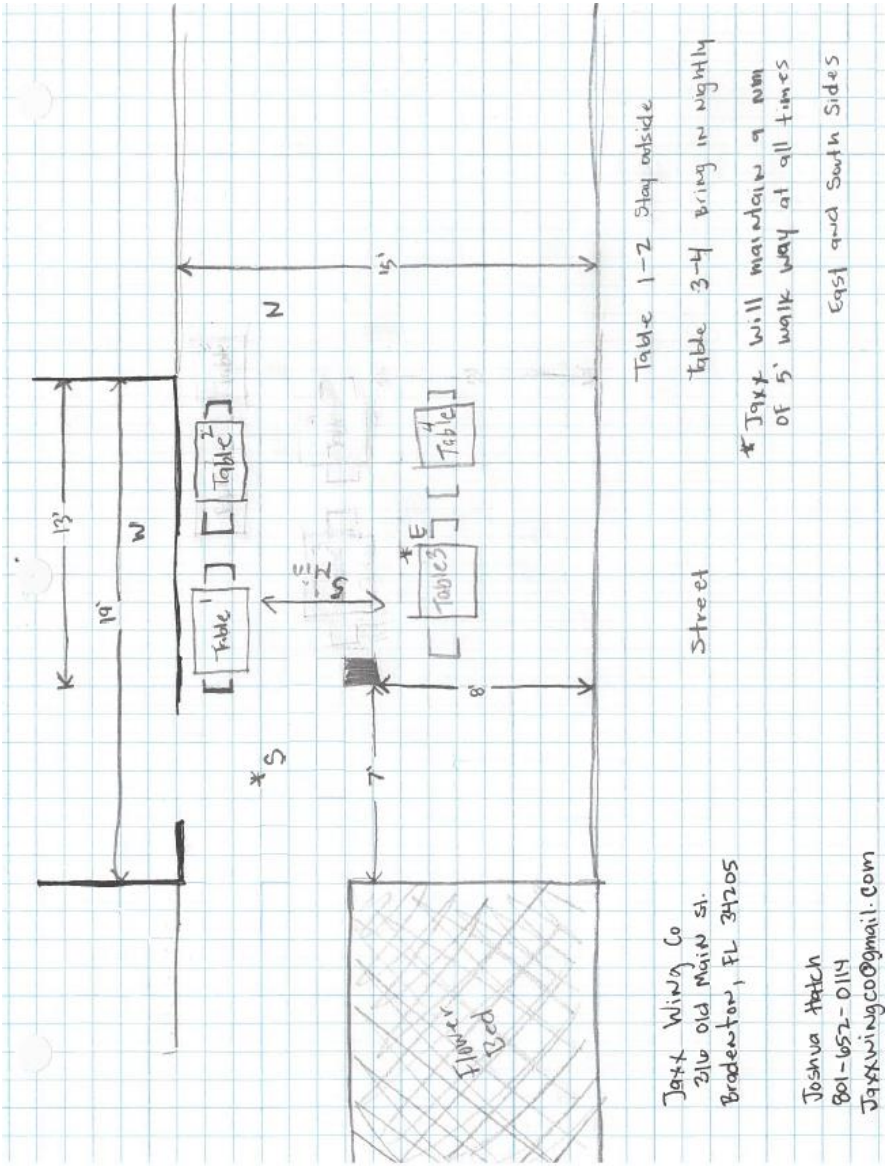
- Applicant: Joshua Hatch (agent)
- Address: 316 12th Street West
- Parcel ID No: 3295600005
- Acreage: .4545 acres
- Current Zoning: T5 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Bar with alcoholic beverage sales
- Purpose: Special Use approval to allow a sidewalk café with alcoholic beverage sales at Jaxx Wing Co.

Location Map



Summary of Proposed Request

- Jaxx Wing Co.:
  - Area Size: 15’ x 19’ (unit width)
  - Number of Tables: 4
  - Number of Seats: 8 chairs
  - Bussing/Hostess Stations: No
  - Requesting to allow for two tables to remain on sidewalk while the business is closed (located adjacent to building and locked together)



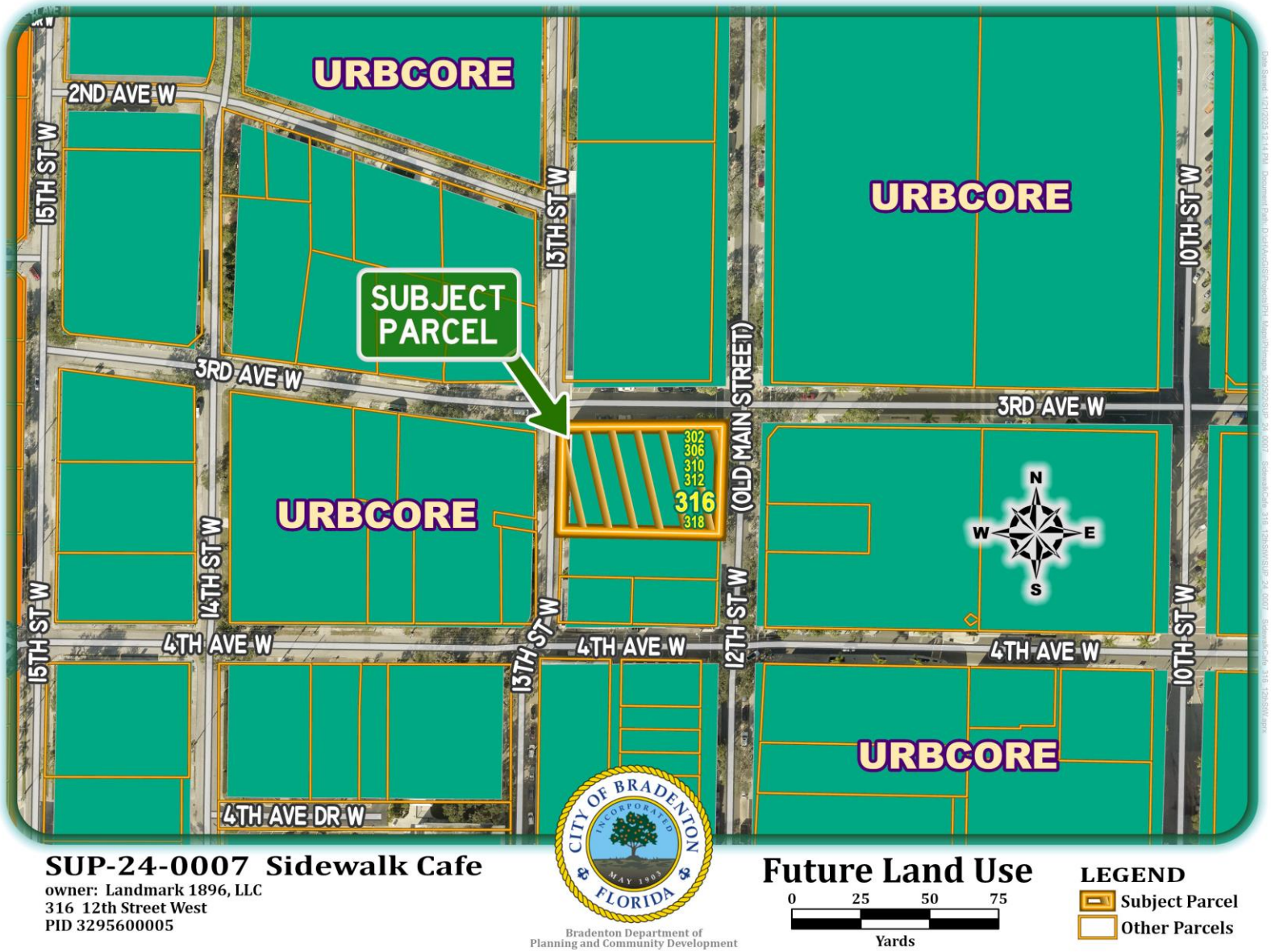
N

12th Street West (Old Main Street)

Zoning Map


T5
T6
2ND AVE W
3RD AVE W
4TH AVE W
4TH AVE DR W
15TH ST W
14TH ST W
13TH ST W
12TH ST W
10TH ST W
(OLD MAIN STREET)
SUBJECT PARCEL
302
306
310
312
316
318
N
W
E
S
SUP-24-0007 Sidewalk Cafe
owner: Landmark 1896, LLC
316 12th Street West
PID 3295600005
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Request

- Applicant is requesting to continue the use of:
  - A sidewalk café with alcohol beverage sales at:
    - 316 12th Street West (Jaxx Wing Co.)
- Proposed request, if approved, grants permission from the city to allow for the sale and consumption of alcoholic beverages on the public sidewalk
  - Proper state licenses are also required
- Subject property is located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur, City Council approval may be required

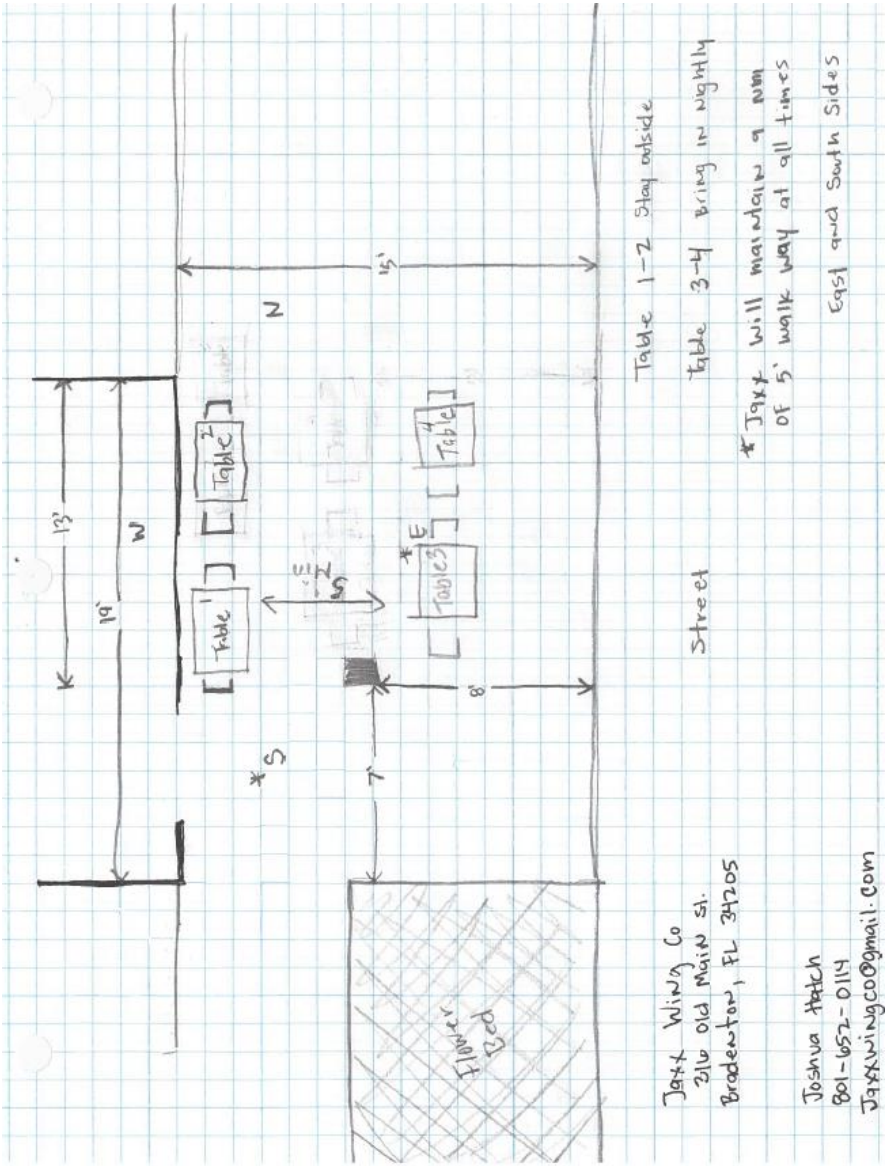
T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request

- Jaxx Wing Co.:
  - Area Size: 15’ x 19’ (unit width)
  - Number of Tables: 4
  - Number of Seats: 8 chairs
  - Bussing/Hostess Stations: No
  - Requesting to allow for two tables to remain on sidewalk while the business is closed (located adjacent to building)



N

12th Street West (Old Main Street)

Summary of Proposed Request

- Jaxx Wing Co. (business closed):





Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 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.
- 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.
- 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.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application (responses to the following questions can be found in the submitted staff report):

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.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

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.

City Council Consideration

Resolution 25-24 | Case PLN-SUP-24-0007

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Resolution 25-24 | Case PLN-SUP-24-0007

Planning Commission met on February 19, 2025, and recommended to City Council **Approval** (vote 4-0) of Resolution 25-24, Case PLN-SUP-24-0007 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 2-tables may remain on the sidewalk when the business is closed. The items shall be placed adjacent to the building unit and locked together.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

Planning Commission Meeting Summary

Resolution 25-24 | Case PLN-SUP-24-0007

Continued list of conditions:

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4058 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required for first reading. The second reading and public hearing are scheduled for March 26, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the January 29, 2025 City Council workshop, the existing regulations regarding the keeping of live poultry were discussed. In response to that discussion, staff drafted an Ordinance to allow the keeping of hens in residential areas. If approved, this Ordinance would provide for an approval process with annual renewal to allow up to four hens and no roosters on properties with opaque

fencing and with coops and runs setback from the property lines.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required for first reading. The second reading and public hearing are scheduled for March 26, 2025.

ATTACHMENTS:
Ordinance 4058
Staff Report

ORDINANCE NO. 4058

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the concept of local sustainability and a desire for fresher food products has inspired an interest in backyard food production; and

WHEREAS, the City Council of the City of Bradenton recognizes the general trend in society to pursue a green lifestyle and to incorporate fresher products into diets, a lifestyle which can be supported by allowing residents to keep and raise a limited number of chickens on their single-family property for the purposes of producing their own eggs for consumption; and

WHEREAS, the City Council also recognizes the desire of all residents to live in a clean and pleasant environment that is free of excessive odor, noise, vermin, and disease; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that this Ordinance is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language. Chapter 14, Article I, Section 14-4 of the City of Bradenton Code of Ordinances is amended as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in the attached Exhibit "A" upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other 0provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	March 12, 2025
PUBLICATION DATE	March 14, 2025
SECOND READING	March 26, 2025

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

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

5064129v1

Sec. 14-4. - Keeping live poultry; ~~penalty for violation~~ permit required; penalties for violations.

~~(a) It shall be unlawful for any person to keep within the city any live poultry. The term "poultry" as used in this section shall include but not be limited to any chicken, duck, goose, turkey, guinea or other domestic fowl.~~

~~(b) Any person guilty of violating this section shall be punished as provided in section 1-15.~~

(a) For the purposes of this section, the term "poultry" shall mean the following types of fowl: chickens, turkeys, ducks, geese, and guinea fowl.

(b) Except as specifically authorized in this section, it shall be unlawful for any person to keep within the city any live poultry.

(c) The keeping of chickens is allowed as an accessory use to a single-family home if the following standards are met, and the property owner obtains a permit as described herein:

a. No more than 4 hens may be kept pursuant to this section.
b. There shall be a coop or enclosure that provides at least 4 square feet of area per hen in addition to individual roosts contained therein. The coop or enclosure shall not exceed 100 square feet in total area.
c. In addition to the coop or enclosure there may be an open, unroofed pen or run available to the hens between sunrise and sunset.
d. The coop, enclosure, pen and run may not be closer than 10 feet from any side or rear property line and may not be located in the required front yard of the home or between the front of the house and the property line of any abutting street.
e. A six-foot-tall opaque enclosure, such as a wood or PVC fence or wall, must surround the yard or portion of the yard where the coop, enclosure, pen and run are located.
f. Noxious fumes and smells attributable to the keeping of chickens must not be noticeable from the neighboring properties as deemed identifiable to a person of normal sensibilities and witnessed by a code enforcement officer.
g. There shall be no roosters on the premises. Any chick that matures into a rooster must be removed from the premises before it begins to crow.
h. The single family-home to which the chickens are an accessory use may not be utilized as a vacation rental.
i. The property owner is responsible for keeping the premises free from rodents and vermin that may be attracted to the chickens, eggs and feed.
j. The hens must be kept in sanitary and humane living conditions, free of disease and under the care of a veterinarian. Should the hens become infected with a transmittable disease that may infect humans or other animals, domestic or wild, they will be required to be relocated or euthanized so that they do not infect the human or animal population.
k. Chickens that run fee in the public rights of way may be confiscated and relocated outside of the City.
l. Deliveries to and from the residence shall be no greater than that expected of another single family residence.

(d) Permit required.

a. A permit issued pursuant to this section is permissible and revokable subject to the conditions of the ordinance and permit.

b. The permit shall be required and renewed annually. The permit holder shall be required to contact the City within 30 days prior to the anniversary of the issuance of the permit to set up a renewal inspection. Failure to timely schedule a renewal inspection or renew the permit as required herein will result in the revocation of the permit, and a new permit will be required to keep chickens pursuant to this section.
c. The permit application shall be in the form provided by the planning and community development department and accompanied by a scaled and dimensioned plan indicating compliance with the dimensional requirements provided in subsection (b) above.
d. Following submission of a permit application under this section, the premises will be inspected for compliance with the standards set forth herein. The property owner must allow access to the premises by City officials to inspect for compliance before the permit may be issued and at other times upon request of the City. Failure to allow for inspection upon request shall result in the revocation of the permit.
e. If a permit is found in violation of this ordinance or the conditions of the permit, as adjudicated by the Code Enforcement Board, Magistrate or applicable authority, the City may revoke or deny the renewal of the permit.
f. Only single-family residences on individual lots or parcels in residential zoning districts where the primary use of the premises is residential shall be eligible to obtain a permit under this section.

(e) Violations. In the event that a violation of this section occurs, the City shall have the right to one or more of the following remedies or actions:
a. Institute code enforcement proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs;
b. Take any other action or remedy authorized by law or in equity, including but not limited to instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the City for reimbursement of the City's attorney fees and costs incurred in connection with such action; and
c. Revocation of a permit issued pursuant to this Section.

(f) This section pertains solely to the keeping of chickens. The keeping of any live poultry, other than chickens, within the City is unlawful.

(g) No animal that kills a hen will, for that reason alone, be considered a dangerous or aggressive animal.

(h) This section does not supersede any covenant or restriction of a condominium or homeowner association.

(i) This ordinance may be repealed at any time if the City Council finds that it is in the best interest of the City's residents to no longer allow the keeping of chickens in residential areas. In the event the ordinance is repealed, any approved permits will not be subject to renewal at the end of the then-current annual renewal period, and the use shall be discontinued upon expiration of the permit.

City of Bradenton

Planning and Community Development Department

City Council

March 12, 2025

Staff Report

ORDINANCE NO. 25-4058

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

At the January 29, 2025 City Council Workshop, staff discussed potential changes to Section 14-4 of the Code of Ordinances related to the keeping of live poultry on residentially zoned property. Currently the City Ordinance prohibits the keeping of poultry. While there have been complaints regarding chickens in single family districts there have also been requests to reconsider the current prohibition. Staff has reviewed the ordinances of other local governments, including Manatee County, that allow the keeping of live poultry.

Common principles in these regulations have been the prohibition of roosters, the limitation on the number of hens and setbacks for the coops and other structures associated with the keeping of hens on private property. While a permitting process has not been common, staff feels that a permit that is reviewed annually will allow regular inspections to confirm compliance.

The proposed Ordinance would provide the following:

- A limit of four hens per property and no roosters

- A 10 foot setback to a coop or run and a six foot tall opaque fence must surround the back yard where the coop and run are located.
- Inspection and permitting requirements with annual renewal and a procedure for revocation in the case of noncompliance.
- A repeal provision in the event that City Council determines that it is in the best interest of the City to discontinue this permit program.

RECOMMENDATION:

Staff has not experienced any difficulty in enforcing the current Ordinance which prohibits the keeping of live poultry. However, if City Council is interested in changing the Ordinance to allow the keeping of live poultry it is recommended that the proposed Ordinance be implemented in order to protect neighboring properties, allow for regular inspections and provide for the revocation of the Ordinance to give the City the necessary controls to protect the public interest.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 12, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Settlement of Backflow Claim and Acquisition of 504 9th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The property at 504 9th Avenue West has a history of annual flooding from Lift Station 17. It has flooded multiple times in the last five years. Several factors limit the potential for remediation or permanent repair: 1) it's a low-lying area; 2) its adjacency to the railroad; and 3) adjacency to Lift Station 17. The property is the low spot geographically on 9th Avenue West between 1st Street and 9th Street West, and the collection spot for storm water runoff. Building the property to be higher and out of the floodplain is difficult due to the proximity to the railroad right-of-way. Building at a higher elevation will adversely impact the railroad. The property is within 100 feet of Lift Station 17. The home has a direct connection to a master manhole that surcharges on a regular basis causing occasional sanitary sewer backups into the home. It is more cost effective to purchase and demolish the home than to attempt to elevate the home and pay for repairs caused by the flooding that has previously occurred.

At the November 6, 2024, City Council Meeting Council authorized the City Administrator to negotiate the purchase of the property. The City Administrator has negotiated to settle the claim and purchase the property for $290,000.00. A Settlement Agreement and transactional documents are being drafted.

FINANCIAL IMPACT:
Approximately $290,000 which will come from the Water - Sewer Fund.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to authorize City Administrator to effectuate the settlement of claim and purchase the property located at 504 9th Avenue West for the amount of $290,000.00 and to execute settlement and transactional documents associated therewith.

ATTACHMENTS: