AGENDA
BRADENTON COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
8:30 a.m. Tuesday, December 19, 2023
COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. 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 Community Redevelopment Agency of the City of Bradenton. Comments will be accepted on the public hearings at the appropriate time.

4. CONSENT AGENDA

a) Community Redevelopment Agency: Community Redevelopment Agency: 11-16-2023 CRA Meeting Minutes
11-16-2023 CRA Meeting Minutes Final.pdf

b) Community Redevelopment Agency: Third Amendment to LURA with Pearl Homes
LURA Third Amendment - Pearl Homes.pdf
2023.11.09 The Met Aerial Photos.pdf
Email- FPL-Pearl Homes.pdf

c) Community Redevelopment Agency: 2024 Community Redevelopment Agency Board Regular Meeting Dates
2024 CRA Board and Council Schedule.pdf

d) Community Redevelopment Agency: CRA Resolution 2023-08 Central CRA CAC
CRA Resolution 2023-08 CCRA CAC.pdf

e) Community Redevelopment Agency: CRA Resolution 2023-09 Downtown CRA CAC
CRA Resolution 2023-09 DCRA CAC.pdf

f) Community Redevelopment Agency: CRA Resolution 2023-10 Tamiami Trail CRA CAC
CRA Resolution 2023-10 TTCRA CAC.pdf

5. ALL CRA DISTRICTS

a) Community Redevelopment Agency: CRA Resolution 2023.11 Redevelopment Grants

2023-12-11 Redevelopment Grants Resolution 2023-11 JWB.pdf

2023-12-07 GRANTS JWB.pdf

6. BRADENTON CRA

a) Community Redevelopment Agency: Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East
Final Public Art Agreement December 12 2023.pdf

7. OTHER DISCUSSION / NEW BUSINESS

8. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE THE CRA BOARD

Please place cell phones on silent mode!

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, should contact:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
TTY: 7-1-1 or 1-800-955-8771

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

AT COMMUNITY REDEVELOPMENT AGENCY BOARD 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 CRA. 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 CRA Board, they should complete a comment card available at the back of the Chamber and submit such card to the CRA Program Administrator.

At the appropriate time during the meeting, the Chair will call speakers to come forward. After being recognized by the Chair, 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 Chair or consensus of the CRA Board.

Additional time will be allowed (up to 10 minutes at the discretion of the Chair or consensus of the CRA Board) 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 Program Administrator. If you wish to display a drawing or rendering, contact Karen Kyser, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the CRA for the official record.

AGENDA ITEM NO. 4.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Karen Kyser, Community Redevelopment Agency

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Community Redevelopment Agency: 11-16-2023 CRA Meeting Minutes

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Community Redevelopment Agency: 11-16-2023 CRA Meeting Minutes

SUGGESTED MOTION:
N/A

ATTACHMENTS:
11-16-2023 CRA Meeting Minutes Final.pdf

CITY OF BRADENTON
COMMUNITY REDEVELOPMENT AGENCY MEETING

City Hall Council Chamber
101 Old Main Street
Bradenton, FL 34205

Minutes
Thursday, November 16, 2023

In Attendance: Chair Josh Cramer, Vice Chair Marianne Barnebey, Board Member Lisa Gonzalez Moore, Board Member Jayne Kocher, Board Member Pam Coachman

CRA Staff: - Jeff Burton, CRA Executive Director, Chris Munyon, CRA Manager, Karen Kyser, Program Administrator, Jean G. Farmer, Public Art Coordinator, Scott Rudacille, CRA Attorney,

1. **MEETING CALL TO ORDER –** Chair Josh Cramer

   Meeting was called to order by Chair Josh Cramer at 8:32 a.m.

2. **PLEDGE OF ALLEGIANCE**

3. **CITIZEN COMMENTS**

   Matthew Farmer, President of Artists Guild of Manatee, thanked the Board for their work in the community to eliminate slum and blight. Mr. Farmer discussed the Green property stating the Guild did a survey of landowners in the area which showed the top choice for the property was; parking, green space, and a meeting space.

   Board Member Moore stated, because the community is requesting the parking, what would be the hesitation in addressing the request. Mr. Burton explained the process in reviewing the property to date, and recommended adding more parking spaces to the area. Mr. Burton added, with the advent of the CAC, he felt it was important for them to review the matter and offer a suggestion. He also added the option of a more time-consuming path to use a student from the University of South Florida's Community Sustainability Partnership Program to undertake a project of analysis for a graduate program.

   Vice Chair Barnebey stated if the Board allows people to park in the space in its current condition, she recommends directing staff to get some lighting on it and securing it. She added the Board should send the message that this is not the permanent solution for the space, but is allowable at this point in time.

   Chris Munyon added that it was his recollection that when there was an event scheduled, the City Administrator went to the site, took pictures, and reported back.

Board Member Kocher stated she recalls her opinion was that the CRA was paying over market for the property, but also that the property was purchased as a "place-holder" for something in the future to pull the values up in the neighborhood. She added that she was not ready to say the space can be a parking structure forever.

Board Member Coachman stated she was glad the Board was discussing the property and keeping it current.

Board Member Moore stated she was unsure of what the property should be, but wanted to be responsive to the community and their interests. She added that she does not want to delay, and if there was some use for the property in the interim while the CAC was being organized, the Board should go ahead and pursue that.

Board Member Moore made a motion to direct staff to begin the process of organizing options to present to the CAC for the best permanent use of the property. Board Member Coachman seconded.

Discussion followed regarding whether the CAC should be faced with making the decision right away rather than reviewing the matter and deciding for themselves what they would prefer as the property's best use, and the pros of gathering information and providing options for the use of the property before the CAC is seated.

Jeff Burton stated his interpretation of the motion is in two parts; direct staff to secure the property for parking to include lighting, and also move forward with the CAC development and while that process takes place, gather information to provide to the CAC. Mr. Burton agreed with Vice Chair Barnebey in putting a sign on the property indicating that the use is temporary until further notice.

Following discussion, the motion to direct staff to begin the process of organizing options to present to the CAC for the best permanent use of the property was voted on and passed unanimously 5/0.

4. CONSENT AGENDA

a. CRA Meeting Minutes 10-31-2023

b. Resolution CRA BA 23-08 – Budget Amendment for Fund 131 (Central)

c. Resolution CRA BA 23-09 – Budget Amendment for Fund 132 (Bradenton)

d. Resolution CRA BA 23-10 – Budget Amendment for Fund 133 (14th Street)

Vice Chair Barnebey made a motion to approve the Consent Agenda. Board Member Coachman seconded and the motion passed unanimously 5/0.

5. ALL CRA DISTRICTS

a. Community Advisory Committee (CAC) Policies

Jeff Burton discussed how to apply for a seat on a CAC and how the existing members would be moved over to the new CAC. Mr. Burton provided the Board with a copy of the staff's recommendations for CAC policies. Mr. Burton added the CRA Board has the final decision on applicants, and has the option to make changes in the future.

Board Member Kocher made a motion to approve the Community Advisory Committee (CAC) policies as presented. Vice Chair Barnebey seconded and the motion passed unanimously 5/0.

b. 2024 CRA Board Proposed Meeting Dates

Jeff Burton explained the document presented to the Board was a preliminary document for potential meeting dates for 2024.

Discussion followed regarding preference of dates and times of the meetings.

Board Member Kocher made a motion for the CRA meetings to be held on a separate day from the City Council meetings, on Thursdays at 4 p.m., which are on the presented document.

Discussion followed to clarify that the dates in the document are suggested dates with some flexibility. The suggestion of using the fourth Thursday of every month with an option for any special meetings on the second Thursday of every month. Jeff Burton stated the staff would bring back a revised calendar for the Board's approval.

6. BRADENTON CRA

a. Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East

Jeff Burton requested this item be tabled until the next CRA meeting for further review of the contract with the lawyer and with invited artist in attendance.

7. OTHER DISCUSSION / NEW BUSINESS

Jeff Burton discussed the Community Redevelopment grants, explaining the structure, definitions, and the three topics; Social, Economic, and Residential. Mr. Burton added that the CACs would also review these grants for the Board and that all grants are at the Board's discretion. There is language in the grants stating that

at any time, the Board may cease the grants, and any grant that is currently offered will still be granted if the parties are doing their part of the work. Mr. Burton also stated that once the CACs are in place, the staff would be happy to review the grants with them to get their input. In addition, with the current budget, the CRA has money in all three budgets to line up with these current grants. Mr. Burton stated the staff would be sending out the mailers required by statute to the taxing authorities for the new plans with the goal of having the first readings by the City Council in December and the second reading in January of 2024. Following that, they would go to Manatee County for their review.

Board Member Moore inquired about incentives. Jeff Burton explained the situations applicable for the use of the incentives and the amounts for them. Board Member Moore asked about smaller incentives to which Mr. Burton provided examples for and outlined those applicable situations.

Jeff Burton then introduced a Public Art presentation to provide information about current projects.

Mrs. Jean G. Farmer, Public Art Coordinator, provided information about a new Public Art Board member. Mrs. Farmer stated they work with Jeremiah Bowman from the School District of Manatee County. On November 28th, they will review all of the Manatee County student art that will be on the banners in January. In addition, Mrs. Farmer addressed sidewalk stamping, asphalt art, and signal boxes that were previously discussed stating there is movement on the sidewalk stamping because there are sidewalks getting ready to be poured in the CCRA District, and they have ordered a stamp that says "The Friendly City." Once completed, the process and the result will be evaluated to see how it works and if it is something the Board would like to see done.

Jeff Burton stated CRA staff was working with the FRA Board of Directors to have one of their Board meetings in Bradenton at the Bishop Museum. The goal is for February or soon thereafter. In addition, Mr. Burton will be holding a CRA Board 101, Land Trust 101, and Main Street 101 classes which will be recorded and would take a full day of attendance.

Jeff Burton stated that it was a pleasure to have the EDC Director from Manatee County, Sharon Hillstrom, in the audience.

Jeff Burton stated that at the last FRA conference, Chris Munyon took and passed his final exam for the certification, and a photo was taken.

Board Member Coachman asked about the security for Love Park and not seeing much of a benefit for the CCRA. She feels the park is being overrun again. Jeff Burton stated they can check the security to make sure they are working in the CCRA, and if not, they can review the budget. Mr. Burton added they had a meeting with the CAC the past week to discuss Love Park and MLK, and they were

asked about the parking in Village of the Arts and collecting data. They also agreed the CRA needs to re-look at the park situation in the Central CRA and they would like data regarding alternatives. Mr. Burton stated he told the CAC that the CRA staff would put together some options for the parks to bring before the CRA Board. Mr. Burton also stated they will check with CRA security to make sure the Board was getting what they were paying for. Board Member Coachman noted that the CRA Community Policing Officers are doing an excellent job, but she added that sometimes it may be too much for them.

Jeff Burton also discussed CPTED which is Crime Prevention Through Environmental Design. He stated the staff has met with the Police Department who currently have one CPTED professional, and they discussed having the CPTED grant for commercial and residential areas that have high crime rates.

Board Member Coachman stated she understood there was some talk about relocating Love Park, but she felt a redesign is what should be looked at as opposed to eliminating it from that area. Board Member Coachman added that all the other ideas discussed together may make the difference.

Board Member Moore added she would like to see those benefits applied to Mineral Springs Park as she receives many calls about crime and undesirable behavior.

Discussion followed regarding any parks within the CRA, including the newest, having a CPTED analysis done. Chairman Cramer stated that this analysis was agreed upon at a CRA meeting by working with the Police Department without redesigning a park, along with other security issues within the parks.

Jeff Burton stated the CRA staff will also be bringing the Board budgets with updates for approval due to some new items since his arrival. The hope is to have that for the Board in December.

8. ADJOURN

Chair Cramer adjourned the meeting at 9:52 a.m.

NOTE: This is not a verbatim record

AGENDA ITEM NO. 4.b

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Agreement

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Third Amendment to LURA with Pearl Homes

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

On August 11, 2021, an amended Land Use Restrictions Agreement (LURA) between the City of Bradenton (City), the Community Redevelopment Agency of the City of Bradenton (CRA), and Pearl Homes Partnership Eight, LLC, (Pearl Homes) was approved and executed. The amended LURA included the City's waiving of impact fees as well as incentives from the CRA. The amended LURA also provides a provision for penalties if a Certificate of Occupancy was not obtained by Pearl Homes on or before January 1, 2024.

Pearl Homes is nearing the completion of the 199-unit multifamily workforce housing project known as The Met. Due to FP&L installing incorrect equipment on site, the second building will not be able to attain a Certificate of Occupancy on or before Jan 1, 2024.

The attached Third Amendment to the LURA allows for Pearl Homes to obtain a Certificate of Occupancy on or before March 31, 2024, without penalty, and

contains additional language to address the reduction of CRA funding to the Owner, in the event the Owner receives a reduction or exemption of Ad Valorem taxes.

Pearl Homes is requesting the CRA Board approve the Third Amendment to the LURA.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:
Move to approve the Third Amendment to the LURA with Pearl Homes Partnership, LLC.

ATTACHMENTS:
LURA Third Amendment - Pearl Homes.pdf
2023.11.09 The Met Aerial Photos.pdf
Email- FPL-Pearl Homes.pdf

THIRD AMENDMENT TO AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT

FOR: PEARL HOMES PARTNERSHIP EIGHT, LLC – THE METROPOLITAN

This **THIRD AMENDMENT TO AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT** ("Amendment") is made as of this ____ day of _____, 2023, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida (the "City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton (the "CRA") and Pearl Homes Partnership Eight, LLC, a Florida limited liability company (the "Owner" and together with the City and CRA, collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated August 11, 2021, recorded as Instrument No. 202141110665, as amended by that certain First Amendment to Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated December 21, 2021, recorded as Instrument No. 202141173552, and further amended by that certain Second Amendment to Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated March 9, 2022, recorded as Instrument No. 202241042021, all of the Public Records of Manatee County, Florida (collectively, the "Agreement"); and

WHEREAS, the Parties have agreed to enter into this Amendment to further amend certain terms of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Amendment and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals and definitions. The foregoing recitals are true and correct and incorporated herein by reference as if fully set forth herein. Unless otherwise defined herein, any capitalized terms shall have the meaning and definition set forth in the Agreement.

2. CRA Incentives. By execution of this Amendment, the City and CRA both acknowledge and agree that Section 2.3 of the Agreement is hereby amended and restated in its entirety as follows:

> "Commencing on the first tax year in which the Project improvements are included as taxable improvements on the tax bill, the CRA shall pay to Owner, on an annual basis, the amount of One Hundred Eighty-Five Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents ($185,533.33) (the "Annual Payment"), with such Annual Payments continuing until a total amount equal to Two Million Seven Hundred Eighty Thousand

($2,780,000.00) Dollars (the "CRA Incentive Payment") has been paid by the CRA to the Owner. However, should any ad valorem tax exemptions or reductions (collectively, the "Reductions") be applied to the Land and/or Project improvements in any tax year, the Annual Payment and the CRA Incentive Payment shall be reduced in an amount equal to the reduction in ad valorem tax revenues received by the CRA due to the application of said Reductions in such tax year. The preceding sentence shall not be deemed to require Owner to expend any funds, provide any new tests or reports, conduct any new studies, reduce or limit the increase of any Project rents, contest or appeal any adverse decision, or agree to any limitations or restrictions beyond those in the Agreement to obtain the Reductions. The Annual Payment shall be paid to Owner annually within thirty (30) days following Owner's delivery to the CRA of written proof of payment by the Owner of all taxes due and payable for the Project Site for the applicable tax year, as well as the Annual Report referenced in Section 3 herein. Should the CRA be dissolved prior to the CRA Incentive Payment being paid in full, the City shall be responsible for the payment of any remaining Annual Payments due from the CRA pursuant to the terms of this Agreement. Should the Owner be in default under this Agreement as of the scheduled date of the Annual Payments and not cure the default as set forth in Section 4.1 below, the Annual Payment and the CRA Incentive shall be reduced in accordance with Section 4.1(b) below. This remedy is in addition to other remedies described in Section 4 herein."

3. CO Deadline. By execution of this Amendment, the City and CRA both acknowledge and agree that the third and fourth sentences of Section 2.4 of the Agreement are hereby amended and restated in their entirety as follows:

"… Should the Owner not receive a Certificate of Occupancy (the "CO") for the Project on or before March 31, 2024 (the "CO Deadline"), subject to extension for Force Majeure described herein, the CRA Incentive Payment shall be reduced by one (1%) percent, and thereafter shall be reduced by one percent (1%) at the beginning of each successive month until a Certificate of Occupancy is issued for the Project, with the Annual Payments being reduced by the same percentage. As an example, for purposes of clarity, if the CO is not received until April 1, 2024, the penalty will be one percent (1%) of the CRA Incentive Payment, and if the CO is received on May 1, 2024, the penalty will be two percent (2%) of the CRA Incentive Payment."

4. Recording. Upon execution and delivery by all Parties, the Owner shall cause this Amendment to be recorded and filed in the Public Records of Manatee County, Florida, at its expense. The original of this Amendment shall thereafter be returned to the City within ten (10) days after receipt of the recorded document.

5. Miscellaneous. Except as expressly modified herein, all other terms, covenants and provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument.

IN WITNESS WHEREOF, the authorized signatory of the parties hereunto have set their hand effective as of the date set forth above.

[Signature blocks to follow]

[Signature Page – Third Amendment to Amended and Restated Land Use Restriction Agreement]

OWNER:

Pearl Homes Partnership Eight, LLC, a Florida limited liability company

By: _____
Print Name: David Ian Coia
Its: Authorized Representative

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2023, by David Ian Coia, as Authorized Representative of **PEARL HOMES PARTNERSHIP EIGHT, LLC**, a Florida limited liability company. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____

[Signature Page – Third Amendment to Amended and Restated Land Use Restriction Agreement]

CITY:
CITY OF BRADENTON, FLORIDA

_____
By: Gene Brown
Its: Mayor

ATTEST: _____

Name: Tamara Melton

Title: City Clerk

STATE OF _____

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2023, by Gene Brown, as Mayor of the City of Bradenton. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____

[Signature Page – Third Amendment to Amended and Restated Land Use Restriction Agreement]

CRA:
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

_____
By: _____
Its: _____

ATTEST: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2023, by _____, as _____ of the Community Redevelopment Agency of the City of Bradenton. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____


aerial
Innovations


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Innovations


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Innovations

Adron Walker

From: Marshall Gobuty <mg@pearlhomesfl.com>
Sent: Tuesday, October 17, 2023 5:17 AM
To: Adron Walker; Maggie Marshall
Subject: Fwd: Downtown Bradenton the Met.

---------- Forwarded message ---------
From: **Vargas, Ray** <Ray.Vargas@fpl.com>
Date: Wed, Oct 11, 2023 at 10:09 AM
Subject: RE: Downtown Bradenton the Met.
To: Marshall Gobuty <mg@pearlhomesfl.com>
Cc: Mark Gobuty <markg@pearlhomesfl.com>

Marshall,

As discussed via our phone call FPL is committed to work this as soon as possible. We have unfortunately been dealing with delays on our end that have stemmed from industry wide material shortages. This has affected our crew scheduling. I can confirm that the transformers for this job have been received and are being delivered to the local contractor this week. We are working on getting them on your site next week. I unfortunately do not have a concrete date for next week at this time. Please le me know who I can talk to at county on your behalf or if we need to schedule a meeting with them to discuss the plan of action moving forward.

Have a great day,

FPL

Ray Vargas | Engineering Lead
Florida Power & Light | Distribution Operations

5657 McIntosh Rd | Sarasota, FL 34233
Office: (941) 927-4262
Ray.Vargas@fpl.com

WEBSITE EMAIL

*Visit the new **FPL Project Portal** at FPL.com/construction to manage your FPL Residential and Commercial construction projects.*

Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.

AGENDA ITEM NO. 4.c

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: 2024 Community Redevelopment Agency Board Regular Meeting Dates

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Proposed Dates for the Community Redevelopment Agency Board Regular Meetings for 2024 are the following:

January 25, 2024 at 4:00 P.M.
February 29, 2024 at 4:00 P.M.
March 28, 2024 at 4:00 P.M.
April 25, 2024 at 4:00 P.M.
May 23, 2024 at 4:00 P.M.
June 13, 2024 at 4:00 P.M.
July 25, 2024 at 4:00 P.M.
August 29, 2024 at 4:00 P.M.
September 26, 2024 at 4:00 P.M.
October 30, 2024 at 4:00 P.M.
November 21, 2024 at 4:00 P.M.
December 18, 2024 at 4:00 P.M.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Move to approve the 2024 Community Redevelopment Agency Regular Meeting Dates.

ATTACHMENTS:
2024 CRA Board and Council Schedule.pdf

2024 CRA and City of Bradenton Official Calendar DRAFT

BLUE BOX: COUNCIL MEETING DATES TEAL BOX: CRA MEETING DATES RED BOX: HOLIDAYS & OBSERVATIONS

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JAN. 10 & 24 – COUNCIL MEETINGS

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

FEB. 14 & 28 – COUNCIL MEETINGS

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MARCH 13 & 27 – COUNCIL MEETINGS

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

APRIL 10 & 24 – COUNCIL MEETINGS

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAY 8 & 22 – COUNCIL MEETINGS

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE 12 – COUNCIL MEETING

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY 24 – COUNCIL MEETING

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUG. 14 & 28 – COUNCIL MEETINGS

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SEPT. 11 & 25 – COUNCIL MEETINGS

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCT. 9 – COUNCIL MEETING

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER 6 – COUNCIL MEETING

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER 18 – COUNCIL MEETING

HOLIDAYS AND OBSERVANCES

January 1 – New Year's Day	July 4 – Independence Day	December 25 – Christmas Day
January 15 – Martin Luther King Jr. Day	September 2 – Labor Day	
February 19 – Presidents Day	November 11 – Veterans Day	
March 29, 2023 – Good Friday	November 28-29 – Thanksgiving Holidays	
May 27 – Memorial Day	December 24 – Christmas Eve	

This calendar does not reflect special or emergency meetings which may be scheduled as required. Modifications to this calendar may be made at the discretion of the Bradenton City Council.

AGENDA ITEM NO. 4.d

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: CRA Resolution 2023-08 Central CRA CAC

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CRA Resolution No. 2023-08 is to amend Resolution 21-3, changing the name, composition, and terms of the Central Community Redevelopment Agency Advisory Board, adding by-laws, and providing an effective date.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Move to approve CRA Resolution No. 2023-08

ATTACHMENTS:
CRA Resolution 2023-08 CCRA CAC.pdf

CRA RESOLUTION NO. 2023-08

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, AMENDING RESOLUTION 21-3, CHANGING THE NAME, COMPOSITION, AND TERMS OF THE CENTRAL COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD, ADDING BYLAWS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council passed and duly adopted Resolution 15-17, declaring the City Council to be the Community Redevelopment Agency of the City of Bradenton ("CRA"); and
WHEREAS, the City Council passed and duly adopted Resolution No. 16-10, which provided for the creation of the Central Community Redevelopment Agency ("CCRA") Advisory Board; and
WHEREAS, the City Council passed and duly adopted Resolution No. 21-42, which provides for the CRA to create its own advisory boards and appoint the members thereof; and
WHEREAS, the CRA desires to amend the name of the advisory board to the CCRA Community Advisory Committee (the "CCRA CAC") and amend the composition, eligibility, and term requirements of the CAC; and
WHEREAS, the CRA wishes to ratify and confirm the existing members of the CCRA Advisory Board previously created by the City Council as members of the CCRA Advisory Board created herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BRADENTON COMMUNITY REDEVELOPMENT AGENCY:

1. Findings. The recitals set forth above are true and correct and are hereby adopted as findings of the CRA Board.
2. Rename. The CCRA Advisory Board is hereby renamed as the CCRA Community Advisory Committee (CAC).
3. Purpose. The purpose of the CCRA CAC shall be to provide input and make written recommendations to the CRA Board and agency staff on the following issues:

    a. CCRA redevelopment grants, initiatives, incentive applications, plans and programs, and studies;
    b. CCRA audits, annual report, budget capital improvement projects, and other projects, including special projects;
    c. Comprehensive Plan and land development code proposed amendments that impact the CCRA area; and,
    d. Any other issues as may be directed by the CRA Board and agency staff.

4. Composition. The CCRA CAC shall be composed of five (5) members to be appointed by resolution of the CRA Board.
5. Eligibility. A person may be appointed as a member of the CCRA CAC if he or she resides, or is engaged in business, within the CCRA. For the purposes of this paragraph, "engaged in business" shall mean owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a corporation or other business/religious/nonprofit entity located within the CCRA. Additionally, any person that has served on the CCRA Advisory Board prior to 2024 is eligible to continue serving, regardless of their current residency, business, or work credentials.

6. Term. The term of office for CCRA CAC members shall be two (2) years with a two (2) year extension. A (1) year hiatus must be observed for departing members, except that initial terms shall be staggered as provided below.

   Two members of the CCRA CAC, previously created by the CRA Board, are hereby ratified and confirmed as members of the CCRA CAC created herein, as provided below. Three members of the CCRA CAC are hereby appointed as provided below.

Seat 1 Patricia Johnson Term expires January 2028

Seat 2 Stephen Thompson Term expires January 2026

Seat 3 Alexdrena Green Term expires January 2028

Seat 4 Sharon Rawls Term expires January 2026

Seat 5 Harold Byrd Term expires January 2026

7. Vacancies. A vacancy in any board seat shall be filled as soon as practicable by the CRA Board. Any person appointed to fill a vacancy on the board shall serve for the remainder of the unexpired term. The CCRA CAC, through the CRA Executive Director (hereinafter the "Director"), shall notify the CRA Board of any vacancy and request the solicitation of new applicants.

8. Officers. the CAC shall be authorized to elect officers.

By-Laws. By-laws governing the rules and procedures of the CAC are attached to this resolution.

9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the CRA Board with a quorum present and voting this ____ day of December 2023.

ATTEST:

_____ _____

JEFF BURTON, EXECUTIVE DIRECTOR JOSH CRAMER, CHAIR

Prepared by and Approved as to Legal Sufficiency:

E/S _____

Scott Rudacille, City Attorney

AGENDA ITEM NO. 4.e

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: CRA Resolution 2023-09 Downtown CRA CAC

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CRA Resolution No. 2023-09 is to establish the purpose, eligibility, composition and terms of the DCRA CAC; appointing new members of the DCRA CAC; authorizing the DCRA CAC to elect officers; and adopting by-laws; and providing for an effective date.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Move to approve CRA Resolution No. 2023-09

ATTACHMENTS:
CRA Resolution 2023-09 DCRA CAC.pdf

CRA RESOLUTION NO. 2023-09

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON CREATING THE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY COMMUNITY ADVISORY COMMITTEE; ESTABLISHING THE PURPOSE, ELIGIBILITY, COMPOSITION AND TERMS OF THE DCRA CAC; APPOINTING NEW MEMBERS OF THE DCRA CAC; AUTHORIZING THE DCRA CAC TO ELECT OFFICERS; AND ADOPTING BY-LAWS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council passed and duly adopted Resolution 15-17, declaring the City Council to be the Community Redevelopment Agency of the City of Bradenton ("CRA"); and
WHEREAS, the City Council passed and duly adopted Resolution No. 21-42, which provides for the CRA to create its own advisory boards and appoint the members thereof; and
WHEREAS, the CRA desires to create the DCRA Community Advisory Committee (the "DCRA CAC") and create the composition, eligibility, and term requirements of the CAC; and

NOW, THEREFORE, BE IT RESOLVED BY THE BRADENTON COMMUNITY REDEVELOPMENT AGENCY:

1. Findings. The recitals set forth above are true and correct and are hereby adopted as findings of the CRA Board.
2. Purpose. The purpose of the DCRA CAC shall be to provide input and make written recommendations to the CRA Board and agency staff on the following issues:

    a. DCRA redevelopment grants, initiatives, incentive applications, plans and programs, and studies;
    b. DCRA audits, annual report, budget capital improvement projects, and other projects, including special projects;
    c. Comprehensive Plan and land development code proposed amendments that impact the DCRA area; and,
    d. Any other issues as may be directed by the CRA Board and agency staff.

3. Composition. The DCRA CAC shall be composed of five (5) members to be appointed by resolution of the CRA Board.
4. Eligibility. A person may be appointed as a member of the DCRA CAC if he or she resides, or is engaged in business, within the DCRA. For the purposes of this paragraph, "engaged in business" shall mean owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a corporation or other business/religious/nonprofit entity located within the DCRA.
5. Term. The term of office for CCRA Advisory Board members shall be two (2) years with a two (2) year extension. A (1) year hiatus must be observed for departing CAC members.
6. Vacancies. A vacancy in any board seat shall be filled as soon as practicable by the CRA Board. Any person appointed to fill a vacancy on the board shall serve for the remainder of the unexpired term. The DCRA CAC, through the CRA Executive Director (hereinafter the "Director"), shall notify the CRA Board of any vacancy and request the solicitation of new applicants.
7. Officers. the CAC shall be authorized to elect officers.
8. By-Laws. By-laws governing the rules and procedures of the CAC are attached to this resolution.
9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the CRA Board with a quorum present and voting this ____ day of December 2023.

ATTEST:

_____	_____
JEFF BURTON, EXECUTIVE DIRECTOR	JOSH CRAMER, CHAIR

Prepared by and Approved as to Legal Sufficiency:

E/S _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 4.f

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: CRA Resolution 2023-10 Tamiami Trail CRA CAC

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CRA Resolution No. 2023-09 is to establish the purpose, eligibility, composition and terms of the TTCRA CAC; appointing new members of the TTCRA CAC; authorizing the TTCRA CAC to elect officers; and adopting by-laws; and providing for an effective date.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Move to approve CRA Resolution No. 2023-10

ATTACHMENTS:
CRA Resolution 2023-10 TTCRA CAC.pdf

CRA RESOLUTION NO. 2023-10

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON CREATING THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AGENCY COMMUNITY ADVISORY COMMITTEE; ESTABLISHING THE PURPOSE, ELIGIBILITY, COMPOSITION AND TERMS OF THE TTCRA CAC; APPOINTING NEW MEMBERS OF THE TTCRA CAC; AUTHORIZING THE TTCRA CAC TO ELECT OFFICER; AND ADOPTING BY-LAWS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council passed and duly adopted Resolution 15-17, declaring the City Council to be the Community Redevelopment Agency of the City of Bradenton ("CRA"); and
WHEREAS, the City Council passed and duly adopted Resolution No. 21-42, which provides for the CRA to create its own advisory boards and appoint the members thereof; and
WHEREAS, the CRA desires to create the TTCRA Community Advisory Committee (the "TTCRA CAC") and create the composition, eligibility, and term requirements of the CAC; and

NOW, THEREFORE, BE IT RESOLVED BY THE BRADENTON COMMUNITY REDEVELOPMENT AGENCY:

1. Findings. The recitals set forth above are true and correct and are hereby adopted as findings of the CRA Board.
2. Purpose. The purpose of the TTCRA CAC shall be to provide input and make written recommendations to the CRA Board and agency staff on the following issues:

    a. TTCRA redevelopment grants, initiatives, incentive applications, plans and programs, and studies;
    b. TTCRA audits, annual report, budget capital improvement projects, and other projects, including special projects;
    c. Comprehensive Plan and land development code proposed amendments that impact the TTCRA area; and,
    d. Any other issues as may be directed by the CRA Board and agency staff.

3. Composition. The TTCRA CAC shall be composed of five (5) members to be appointed by resolution of the CRA Board.
4. Eligibility. A person may be appointed as a member of the TTCRA CAC if he or she resides, or is engaged in business, within the DCRA. For the purposes of this paragraph, "engaged in business" shall mean owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a corporation or other business/religious/nonprofit entity located within the TTCRA.
5. Term. The term of office for TTCRA Advisory Board members shall be two (2) years with a two (2) year extension. A (1) year hiatus must be observed for departing CAC members.
6. Vacancies. A vacancy in any board seat shall be filled as soon as practicable by the CRA Board. Any person appointed to fill a vacancy on the board shall serve for the remainder of the unexpired term. The TTCRA CAC, through the CRA Executive Director (hereinafter the "Director"), shall notify the CRA Board of any vacancy and request the solicitation of new applicants.
7. Officers. the CAC shall be authorized to elect officers.
8. By-Laws. By-laws governing the rules and procedures of the CAC are attached to this resolution.
9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the CRA Board with a quorum present and voting this ____ day of December 2023.

ATTEST:

_____	_____
JEFF BURTON, EXECUTIVE DIRECTOR	JOSH CRAMER, CHAIR

Prepared by and Approved as to Legal Sufficiency:

E/S _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 5.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: **ALL CRA DISTRICTS**

SUBJECT: CRA Resolution 2023.11 Redevelopment Grants

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This CRA Resolution No. 2023-11 is to accept the proposed approving of redevelopment grant policies for all three redevelopment areas, and providing an effective date.

This Resolution will also terminate the CRA's existing Restaurant and Food Services Incentive Program, Exterior Building and Site Enhancement Grant, and Residential Improvement Grant Program

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Move to approve CRA Resolution 2023-11

ATTACHMENTS:
2023-12-11 Redevelopment Grants Resolution 2023-11 JWB.pdf
2023-12-07 GRANTS JWB.pdf

CRA RESOLUTION NO. 2023-11

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, ACCEPTING THE PROPOSED APPROVING REDEVELOPMENT GRANTS POLICY FOR ALL THREE REDEVELOPMENT AREAS, PROVIDING AN EFFECTIVE DATE.

WHEREAS, As a result of changing conditions within its redevelopment areas, the Bradenton Community Redevelopment Agency (CRA) wishes to develop and expand its redevelopment grants policy to continue to meet the economic, environmental, and social needs of the communities; and
WHEREAS, the new Redevelopment Grants policy references the three Community Redevelopment Plans, which aligns with the 1969 Redevelopment Act of the State of Florida; and
WHEREAS, the CRA Board revised and approved its current Restaurant and Food Services Incentive Program on January 26, 2022, and its Exterior Building and Site Enhancement Grant and Residential Improvement Grant Program on October 12, 2022, and wishes to expand these documents; and
WHEREAS, the new Redevelopment Grants policy expands the existing programs to include Redevelopment, C-PACE, Future Land Use and Zoning, Brownfields, Windows, Doors, and Roof, Flood, Urban Tree Canopy, Infrastructure, CPTED, Historic Preservation, Public Art, Tourist Tax Match, Micro-Mobility, Income-Based Housing Repair, and R-PACE grants.

NOW, THEREFORE, BE IT RESOLVED BY THE BRADENTON COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The proposed Redevelopment Grants policy, a copy of which is attached hereto and made a part by this reference, is hereby approved and accepted.

Section 2. The existing Restaurant and Food Services Incentive Program, Exterior Building and Site Enhancement Grant, and Residential Improvement Grant Program are to be terminated, allowing for the completion of all currently active applications.

Section 3. The proper officers and staff of the Bradenton Community Redevelopment Agency are hereby directed and authorized to perform such acts or services required to effectuate this Resolution.

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

PASSED AND ADOPTED BY THE BRADENTON COMMUNITY REDEVELOPMENT AGENCY ON _____, 2023.

ATTEST:

_____ _____
JEFF BURTON, EXECUTIVE DIRECTOR JOSH CRAMER, CHAIR

Prepared by and Approved as to Legal Sufficiency:

E/S _____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Redevelopment Grants

Downtown-Central-Tamiami Trail

Dr. Jeff Burton, FRA-RA
12-7-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











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1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

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4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

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9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective

Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated

To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress

To subject to great strain or difficulties.[17]

1.19. Economic

Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly

Persons 62 years of age or older.[19]

1.21. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification

a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body

The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

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13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

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23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

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32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

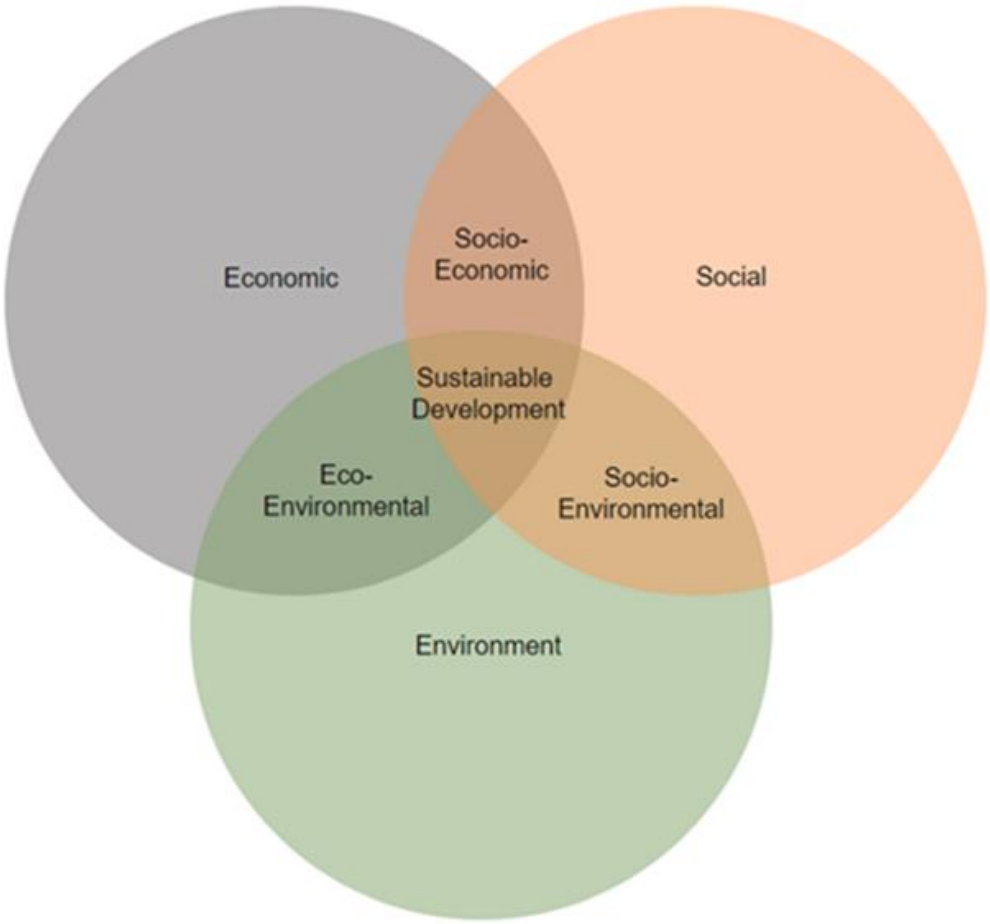
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. GOAL

The Redevelopment Grant Policy (Policy) goal is to remove or hinder *slum* or *blighted areas* through incentivized increment revenue financed grants in the *Area* and according to the *Plan*.

3. GRANTS

Grants are identified by sustainable development elements as follows:

3.1 Economic

This Policy type rehabilitates and *redevelops* commercial and industrial properties in the *Area* using private enterprise,[42] increases taxable real property growth,[43] identifies and eliminates *Area* conditions impeding growth and *inadequate economic* development,[44] *economically revitalizes* the *deteriorated coastal resort and tourist area* designated by the governing body,[45] and removes blighted and defective conditions that lead to *economic distress*.[46] These funds also encourage *Area rehabilitation, conservation*, or *redevelopment* necessary for the interest of public health, safety, and morals.[47] Finally, this policy incentivizes compliance with the *Governing Body's* comprehensive plan and codes. [48]

3.1.1 Redevelopment

This policy is a "catch-all" for the *Area's* non-single-family residential properties. This policy replaces the existing "façade" or "storefront" grant and may be used for internal and external real property improvements.

3.1.2 C-PACE

This policy encourages owners to access the capital needed to make building energy-related deferred maintenance upgrades, support new construction costs, and make renewable energy accessible and cost-effective.

3.1.3 Future Land Use and Zoning

The *Governing Body* fees associated with updating a property's Land Development Code and Comprehensive Plan designations are covered by this policy.

3.2 Environmental

3.2.1 Brownfields

This policy pays up to 25% of the State of Florida Brownfield Program's estimated cleanup value related to state tax credits.[49]

3.2.2 Windows, Doors, and Roofs

These investments pertain to upgrading an existing *Area* home's exterior openings and roof to standards above the Florida Building Code for natural disaster mitigation.[50]

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42 REDEVELOPMENT PLAN 2.1, 2.2.1.1.1, 2.2.2.2, 2.3.3.1.3, AND 3.2.1.1.2.
43 REDEVELOPMENT PLAN 2.2.1.1.5, 2.2.2.4, AND 4.3.2.3.
44 REDEVELOPMENT PLAN 2.2.1.1.3, 2.2.2.4, AND 4.2.1.1.4.
45 REDEVELOPMENT PLAN 2.1, 2.2.1.1.2, 3.1, 3.2.1.1.2, 3.2.1.1.4, 4.1, 4.2.1.1.2, AND 5.1.
46 REDEVELOPMENT PLAN 2.2.1.1.2, 2.2.1.1.4, 3.2.1.1.4, AND 3.2.1.1.5.
47 REDEVELOPMENT PLAN 4.2.1.1.2
48 REDEVELOPMENT PLAN 2.2.2.25, 2.2.2.2.6, 2.3.3.1.2, 2.3.3.1.3, 2.3.4.2, AND 2.3.4.2.
49 REDEVELOPMENT PLAN 3.4.2.1, AND 3.4.2.3.
50 REDEVELOPMENT PLAN 2.2.1.1.4, 2.2.2.1.2, 2.2.2.1.3, 3.1, 3.2.1.1.5, 3.2.2.1, 3.2.2.2, 4.2.2, AND 4.3.2.1.14.

3.2.3 Flood

This grant encourages a new *Area* detached single-family dwelling's finished floor elevation (FFE) to be built 2 feet above the NFIP required base flood elevation. [51]

3.2.4 Urban Tree Canopy

This policy encourages the use of trees on private land to create an urban forest ecosystem providing a variety of *economic, social,* and *environmental* benefits, including shading homes to generate energy savings, intercepting rain to reduce stormwater, improving air quality by filtering pollutants and sequestering carbon to offset emissions associated with climate change. [52]

3.2.5 Infrastructure

This funding supports the creation of viable building lots from unusable properties to enhance taxable value. This policy may fund access and all *Governing Body*-owned infrastructure extensions.[53]

3.3 Social

These Social policies remove blighted conditions that lead to economic distress and social liabilities,[54] identify and eliminate the Area's impeding growth and economic and social development, and revitalize deteriorated coastal resorts and tourist areas.[55] This funding also supports Governing Body and trust fund investors' leased placemaking destinations that encourage economic, environmental, and social well-being[56] and events the county supports through its tourism tax.[57]

3.3.1 Coastal Tourism

This policy encourages the *Area's* tourist-based placemaking sites to invest in their sites and future. The minimum tourism metric is 35,000 visitors annually. This policy may be used for building and site improvements and to reimburse city expenses for eligible tourism functions.[58]

3.3.2 CPTED

This grant promotes the use of residential, commercial, and industrial community policing through environmental design.[59]

3.3.3 Historic Preservation

This funding protects the *Area's* cultural sites and is determined by the *Governing Body* and state and federal government. Historic preservation costs more than general *redevelopment*. Limited funds may be available for state and federal certification.[60]

3.3.4 Public Art

This grant matches private contributions for public art on private property. The *Agency* or its designee reserves the right to define "art" as contributing to its investment.

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51 REDEVELOPMENT PLAN 2.2.2.1.2.4
52 REDEVELOPMENT PLAN 2.2.2.2.1.3, 3.2.2.4 AND 4.3.2.1.5.
53 REDEVELOPMENT PLAN 2.2.1.1.5 AND 4.3.2.3.
54 REDEVELOPMENT PLAN 2.2.1.1.2, 2.2.1.1.4, 3.2.1.1.4, AND 3.2.1.1.5,
55 REDEVELOPMENT PLAN 2.2.1.1.4, 2.2.2.1.1, 3.2.2, AND 4.2.2.
56 REDEVELOPMENT PLAN 3.3.2.4.
57 REDEVELOPMENT PLAN 2.2.2.2.10.
58 REDEVELOPMENT PLAN 2.2.1.1.4, 2.2.2.1.1, 3.2.1.1.5, 3.2.2.1, AND 3.3.2.5
59 REDEVELOPMENT PLAN 2.1, 2.2.1.1.3, 2.3.1.1.2.8, 4.1, 4.2.1.1.2, AND 4.2.1.1.4.
60 REDEVELOPMENT PLAN 4.2.2.1.2

3.3.5 Tourist Tax Match

This funding matches contributions made by the Manatee County Tourist Development Tax Advisory Board recommendations approved by the County Commission and agreed upon by all taxing authorities.[61]

3.3.6 Micro-Mobility

This policy provides Micro-Mobility service to *Area* tourist events through the *Agency's* service provider. This policy augments the lack of transit services [62] and supports Micro-Mobility policies[63] including an Urban Transit Circulator.[64] This service also improves access to public parks and open spaces and supports the *Governing Body* and trust fund taxing investors' leased placemaking destinations.

3.3.7 Income-Based Housing Repair

Low to moderate-income owner-occupied housing repair consists of four parts. First, the applicant's household income is validated against an affordability standard.[65] Second, low to moderate-income owner-occupied homes are inspected for code violations. [66] Third, the code violation repairs are estimated, and fourth, the policy is used to bring the home to code standards.

3.3.8 R-PACE

This policy pays against the principle of a PACE loan. Florida PACE is a public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements. [67]

4. ELIGIBILITY

4.1 Applications must align with the current *Plan* and reside in the current *Area*.
4.2 The application cannot be submitted after work has been completed, except for applicants in contact with the *Agency* 180 days before the *Board* adopts this policy.
4.3 All application signatures shall be notarized.
4.4 The applicant may be the *Property Owner* or *Tenant*, with the *Property Owner's* written consent, or for the Flood grant, may also be the Florida Licensed Building Contractor.
4.5 One grant of each type may be awarded to the applicant at most once every two years.
4.6 The applicant must comply with all municipal and state codes and regulations.
4.7 Grants cannot be used to acquire property.
4.8 The following grants require an existing permitted structure:
- 4.8.1 Redevelopment
- 4.8.2 Windows
- 4.8.3 Roofs
- 4.8.4 Doors
- 4.8.5 Flood

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61 REDEVELOPMENT PLAN 2.2.2.2.10
62 REDEVELOPMENT PLAN 3.3.1.1.1, 3.3.2.1, AND 3.3.2.1.14.
63 REDEVELOPMENT PLAN 3.2.2.1.
64 REDEVELOPMENT PLAN 3.3.1.1.1, 3.3.2.1, AND 3.3.2.1.14.
65 REDEVELOPMENT PLAN 4.3.1.1.2 AND 4.3.1.1.3.
66 REDEVELOPMENT PLAN 2.2.2.2.5, 2.3.3.1.2, AND 2.3.4.3.
66 REDEVELOPMENT PLAN 4.3.2.1.5, 4.3.2.1.13, AND 4.3.2.1.14.

4.8.6 Income-Based Housing Repair

4.9 The Flood Grant requires the new construction of a detached single-family dwelling.

4.10 For Historic Preservation, the Governing Body must deem the structure or site historic or listed on the State of Florida or National Historic Register.

4.11 Non-residential uses may be eligible, except for storage facilities, car washes, and the following uses defined in Chapter 10 of the Bradenton Code of Ordinances:

4.11.1 Adult entertainment establishment/use
4.11.2 Adult arcades
4.11.3 Adult bookstores
4.11.4 Adult motels/hotels
4.11.5 Adult Photography Studios
4.11.6 Adult special cabarets
4.11.7 Adult theaters
4.11.8 Automotive parking establishment
4.11.9 Automotive sales/rental establishment
4.11.10 Automotive service station
4.11.11 Automotive specialty establishment
4.11.12 Bottle Club
4.11.13 Carwash
4.11.14 Cemetery
4.11.15 Crematory
4.11.16 Lounge
4.11.17 Recovery home
4.11.18 Storage establishment

5. POLICIES

5.1 General

5.1.1 The *Board* reserves the right to modify or cancel parts of or the entire policy without notice. If the policy is modified or eliminated, the *Agency* will ensure that any previously approved redevelopment grants undergoing completion will be completed per contract if the applicant(s) abide by the contract.

5.1.2 the *Agency* or its designee shall review all eligible applications case-by-case to determine if an application meets the policy's intent.

5.1.3 Grant applications less than $25,000.00 will be approved by Agency. The *Board* will authorize grant applications equal to or greater than $25,000.00.

5.1.4 Grants can only be used within easements if all persons reserved for that easement have signed the grant application.

5.1.5 Grants cannot be used to restore condemned properties noticed to the Condemnation Property Owner by the *Governing Body*.

5.1.6 All projects will display *Agency*-provided signage, disseminating the *Redevelopment* grant policy.

5.1.7 Applicants agree to allow the *Agency* to disseminate the project on the *Governing Body* and *Agency* websites and other materials and platforms.

5.1.8 The grant's lifespan is one year from the application's approval date. There are no extensions, as the grant may be reapplied for.

5.2 Ranking

Grants will be ranked by the following committees, boards, and designees:

5.2.1 Community Advisory Committee

Redevelopment
Brownfields
C-PACE
Coastal Tourism
Windows, Doors, and Roofs
Flood
R-PACE
Micro-Mobility
Infrastructure

5.2.2 Planning and Zoning Board

Future Land Use and Zoning

5.2.3 Architectural Review Board

Historic Preservation

5.2.4 Public Art Review Board

Public Art

5.2.5 Tree and Landscape Preservation Board

Urban Tree Canopy

5.2.6 Code Magistrate

Income-Based Housing Repair

5.2.7 Bradenton Police Department

CPTED

5.2.8 Manatee County Tourist Development Tax Advisory Board

Tourist Tax Match

5.3 Process

5.3.1 Upon acceptance, the *Agency* will review each application.
5.3.2 If accepted, the application will be recommended by the ranking committee.
5.3.3 Ranking will be scored from 0 (no grant match) to 10 (full grant match).
5.3.4 Grants recommendations less than $25,000.00 will receive an *Agency* approval/disapproval determination; all others will be reviewed by the *Board*.
5.3.5 Funding will be scheduled once the *Agency* has submitted, reviewed, and approved all required documents.
5.3.6 Payment is determined on a first-come, first-served final approval terminology.

6. FUNDING

6.1 General

6.1.1 The following general funding policies apply to the redevelopment grants:

6.1.1.1 No partial payments shall be accepted or issued.

6.1.1.2 The grant allocations provided herein are the maximum potential allocations. Allocation for any project that varies from this policy shall be that amount that is approved by the *Board* or its designee.

6.1.1.3 All grants will be finalized in a binding agreement.

6.1.1.4 Grants achieving *IBHS FORTIFIED Program* certifications will receive an additional 50% funding.

6.2 GRANT-MATCH TABLE

POLICY	GRANT	MAXIMUM MATCH-UP TO
ECONOMIC		
	Redevelopment	$50,000.00**
	CPACE	$50,000.00 Or 25% of the PACE cost */**
	Future Land Use and Zoning	$5,000.00
ENVIRONMENT		
	Brownfields	$50,000.00 Or 25% of the Tax Credit*
	Windows, Doors, and Roof	$25,000.00 **
	Urban Tree Canopy	$10,000.00
	Flood	$5,000.00
	Infrastructure	$25,000.00
SOCIAL		
	Coastal Tourism	$50,000.00 **
	Historic Preservation	$100,000.00 **
	CPTED	$15,000.00
	Public Art	$20,000.00
	Tourist Tax Match	$20,000.00 Or $25% of the County grant Or Governing Board Fees*
	Micro-Mobility	$5,000.00
	Income-Based Housing Repair	$25,000.00
	R-PACE	$25,000.00 Or 25% of the PACE cost*/**
*Whichever is the minimum.		
** IBHS FORTIFIED PROGRAM Eligible.		

7. REQUIREMENTS

Applicants must submit the completed application and the supporting documents specified for each grant request. Documents support the project's intent related to the *Act* and the *Plan*. The documents are subject to review, and the *Agency* reserves the right to contract a second opinion.

7.1 Economic

7.1.1 Redevelopment

7.1.1.1 Certificate of Occupancy or Completion.
7.1.1.2 State-licensed property appraiser's appraisal.
7.1.1.3 IBHS FORTIFIED certification.

7.1.2 CPACE

7.2.1.1 Certificate of Occupancy or Completion
7.2.1.2 C-PACE contract.
7.2.1.3 IBHS *FORTIFIED* Certificate.

7.1.3 Future Land Use and Zoning

7.1.3.1 Development Services Department recommendation.
7.1.3.2 Development service fee receipt.

7.2 Environmental

7.2.1 Brownfields

7.2.1.1 State Brownfields Program Tax Credit Certificate.

7.2.2 Windows, Doors, and Roofs

7.2.2.1 Certificate of Occupancy or Completion.
7.2.2.2 State-licensed property appraiser's appraisal.
7.2.2.3 IBHS FORTIFIED certificate.

7.2.3 Flood

7.2.3.1 Certificate of Occupancy.

7.2.4 Urban Tree Canopy.

7.2.4.1 Certification from an Arborist.

7.2.5 Infrastructure

7.2.5.1 City Infrastructure Inspector Certification.

7.3 Social

7.3.1 Coastal Tourism

7.3.1.1 Certificate of Occupancy or Completion.
7.3.1.2 State-licensed property appraiser's appraisal.
7.3.1.3 *IBHS FORTIFIED* certification.
7.3.1.4 Annual tourism validation.

7.3.2 Historic Preservation.

7.3.2.1 Architectural Review & Historic Preservation Recommendation.
7.3.2.2 Certificate of Occupancy or Completion.
7.3.2.3 *IBHS FORTIFIED* certification

7.3.3 Public Art.

7.3.3.1 Public Art Committee recommendation.
7.3.3.2 Licensed art appraiser appraisal.

7.3.4 Tourist Tax Match

7.3.4.1 Manatee County Tourist Tax Board contract.

7.3.5 Micro-Mobility

7.3.5.1 Applicant requests for Freebie service.

7.3.6 Income-Based Housing Repair

7.3.6.1 Financial analysis.
7.3.6.2 Repair estimate.
7.3.6.3 Certificate of Occupancy.

7.3.7 PACE

7.3.7.1 Pace Contract.
7.3.7.2 *IBHS FORTIFIED* certification

REDEVELOPMENT GRANT APPLICATION

APPLICATION DATE: _____

PROPERTY ADDRESS: _____

PROPERTY ID: _____

APPLICANT NAME: _____

PROPERTY OWNER: (Y / N)

AGENCY ONLY
By signing the application, the applicant understands that the flowing checked items are required to complete this grant process and receive the funds.

Grant Type

Redevelopment	CPACE	Land Use	Zoning
Brownfield	Windows, Doors, or Roof	Flood	Urban Tree Canopy
Coastal Tourism	Historic Preservation	CPTED	Public Art
Tourist Tax Match	Micro-Mobility	Income-Based Housing Repair	

RPACE

Eligibility

- Site location within the *Area*.

DOWNTOWN	CENTRAL	TAMIAMI TRAIL

- Required paperwork attached.
- Work has not commenced before application submittal.
- *Owner*, *Tenant* or for the Flood Grant, the licensed contractor notarized signatures.
- A similar grant has not been completed within the past two years.
- The applicant will comply with state and municipal codes.
- Property will not be acquired.
- If this is a Historic Preservation Grant, has it been deemed so?
- The applicant is not for an ineligible grant listed on page 10.

SIGNATURES AND DATE

APPLICANT: _____

AGENCY: _____

CRA DIRECTOR: _____


CRA
CITY OF
Bradenton

AGENDA ITEM NO. 6.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: December 19, 2023

SUBMITTED BY: Jean Farmer, Community Redevelopment Agency

ITEM TYPE: Agreement

AGENDA SECTION: **BRADENTON CRA**

SUBJECT: Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an agreement for a public art sculpture called "The Singing River" created by artist, Reinaldo Correa Studio LLC. Once created, this piece will be placed in the Mineral Springs Park at Riverwalk East.

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:
Move to approve the Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East

ATTACHMENTS:
Final Public Art Agreement December 12 2023.pdf

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT, is entered into this____day of_____, 2023, by and between the Community Redevelopment Agency of the City of Bradenton (hereinafter the "CRA"), located at 101 Old Main Street, Bradenton, Florida, and Reinaldo Correa Studio LLC (hereinafter the "Artist") located at 115 North Stewart Avenue, 4A Kissimmee, Florida 34741.

WHEREAS, the CRA has implemented a Public Art Program by funding for establishment and display of artwork in public places; and

WHEREAS, authority lies with the CRA to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks, including payments for the support of an artist selection process, design, execution and/or placement of Art; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create Artwork for the CRA; and

WHEREAS, the Artist and CRA desire to follow the timeline and schedule set forth in Exhibit 3 with regard to dates associated with the design, fabrication, installation, and acceptance of the Artwork (the "Schedule"); and

WHEREAS, the Artist was reviewed by the Public Art Advisory Board through a selection procedure and approved by the CRA to design, execute, fabricate and/or install artwork, as was presented in the Artist's submission ("Preliminary Design") attached hereto as Exhibit 1 (the "Artwork"). The Artwork's final place of permanent installation will be in a public space located at Mineral Spring Park, Bradenton FL (the "Site"); and

WHEREAS, the Artist and the CRA wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist's Obligations

a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified Schedule. Services shall be performed in a professional manner and in material compliance with all terms and conditions in this Agreement.

b. Using the Preliminary Design as the basis for development, the Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the CRA as set forth in this Agreement. To ensure that the Artwork, as installed, shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking and safety devices and procedures, Artist's proposal shall be reviewed and approved by the CRA, those specific city of Bradenton departments whose approval is required and, where appropriate, the Site architect to ensure compliance with these objectives.

c. The Final Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.

d. The Artist shall virtually attend public information meetings with the general public, design and construction coordination meetings with the CRA, general contractor, architect and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date determined by the CRA and the Artist in accordance with this Agreement. In the event of any perceived delays, Artist shall immediately contact the CRA, in writing, informing the CRA of any delays. Written consent by the CRA is required for any delays that are not caused by acts or omissions of the CRA. Delays caused by acts or omissions of the CRA, including failure by the CRA to complete construction of the footings contemplated by the Engineered Artwork Footings (defined below) that are created or provided on behalf of the Artist or the CRA and are created for use by or with the Artwork shall not be considered a delay of the Artist and the CRA shall adjust the scheduled installation date accordingly for any such delay caused by the CRA. These obligations do not restrict, limit, or remove the requirement of the CRA to install, at the CRA's expense, any work on or at the Site or elsewhere that is required by and for the Artwork

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the CRA's expense as may be necessary for the installation of the Artwork at the Site (the "Permits").

g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the CRA. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.

h. The Artist shall provide required insurance in amounts and limits specified in Exhibit 4.

i. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.

j. The Artist shall provide Maintenance Guidelines (defined below) with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

k. The Artist shall provide photographic documentation of the Artwork set forth herein.

l. Artist shall ensure that the Artwork will be composed of material that will withstand the vigor of a marine environment as the installation will be adjacent to a body of saltwater, as set forth in the Final Design.

m. The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 CRA's Obligations

a. The CRA shall perform all obligations in material compliance with all terms and conditions in this Agreement.

b. The CRA shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required Permits, and other existing relevant data, if any, which is needed by the Artist in order to perform.

c. The CRA shall prepare the Site in accordance with the specifications detailed in the approved Concept Design in Section 1.3 of this Agreement. The CRA shall be responsible for expenses incurred to prepare the Site for the timely transportation and installation of the Artwork including preparation of the footings. The CRA shall complete the Site preparation by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing the Artist of any delays. The CRA shall make available to the Artist the necessary background materials and information on matters affecting the Site and, where applicable, a written program of requirements and specifications for the work to be done by CRA at the Site and plans for the underlying capital project, if applicable. Notwithstanding anything in this Agreement to the contrary, in no event shall Artist be required to begin fabrication of the Artwork until markings are installed at the Site and as-build drawings are provided to Artist by CRA.

d. The CRA shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist's name, date of publication, title of Artwork]. If provided by the Artist, the names of Artist's collaborators shall be included as well.

e. The CRA shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the CRA's control.

f. If delays occur as a result of acts or omissions of CRA, the Schedule shall be adjusted accordingly, and extended for at least the same amount of time as the delay caused by CRA.

g. The CRA shall follow all written instructions provided by Artist with regard to care, maintenance, general upkeep, whether provided in any Maintenance Guidelines or other written medium. Failure of the CRA to follow all such instructions shall void all warranties and the Artist shall not be liable for any damage, loss, or other cost associated with the CRA's failure to follow such instructions.

1.3 Design Process

a. Concept/Schematic

i. The Artist submitted the Preliminary Design, pursuant to a competition organized for the procurement of an Artist to design and fabricate an Artwork suitable for the current project, which Preliminary Design was selected and approved by the CRA.

ii. The Artist will submit a redesign for approval (the "Concept Design") as Phase 2 described in the Schedule.

b. Approval of Concept Design

i. Within thirty (30) days of receipt of the Concept Design from the Artist, the CRA shall notify the Artist if it requires any revisions to the Preliminary Design in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site.

ii. Continuation beyond Phase 2 of the Schedule is understood to be contingent on written acceptance and approval of the Concept Design by the CRA.

c. Final Design/Construction Documents

i. Within thirty (30) days after the Artist's submission of the Final Design, the CRA shall notify the Artist whether it approves or disapproves the Final

Design. During this period, the Artist shall be available as reasonably required to meet with the CRA, on a remote basis, to discuss the Final Design.

ii. If the CRA shall determine that the Final Design is disapproved, it shall provide the Artist with a statement in writing of its reasons for such disapproval. In such event, the Artist shall be afforded an opportunity either to submit a second Final Design for the Artwork within a reasonable period of time specified by the CRA (which shall be no less than thirty (30) days), or to terminate this Agreement. Within thirty (30) days following such submission of a second Final Design by the Artist, the CRA shall notify the Artist in writing whether it approves or disapproves that Final Design. If the CRA shall determine that the second Final Design is disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, whereupon the Artist or the CRA may terminate this Agreement upon written notice.

iii. In the event of termination of this Agreement pursuant to this Section, the Artist shall retain the Final Designs, Concept Designs, (and all other materials, information, submissions, drawings, or work product prepared or created in relation to this Agreement) and all compensation theretofore paid and no party shall be under any further obligation to the other in respect of the subject matter thereof. If the Final Design (or Concept Design, if Final Design is not yet approved) is rejected and the Agreement is terminated, the Artist shall be entitled to retain the compensation paid prior to the termination date so long as the Artist has acted in accordance with the terms of this Agreement.

iv. Approval of Final Design (and payment of all amounts required herein) will be deemed notice to the Artist by the CRA to commence fabrication of the Artwork, provided, however, the CRA acknowledges and agrees that Artist shall not be obligated to commence fabrication of the Artwork unless and until the CRA has satisfied all of their obligations required to be performed prior to fabrication of the Artwork described in this Agreement, including, without limitation, construction of the markings on the Site, and delivery of the As-Built drawings of such improvements.

v. Within sixty (60) days after approval of the Concept Design and Artist's receipt of As-Built drawings from the CRA, the Artist shall prepare and submit structural construction drawings for the construction of the Artwork and its integration with into the Site ("Construction Drawings"). These Construction Drawings shall indicate any risks involved in the construction and integration of the Artwork, as well as any third-party subcontractors needed to work on the Artwork. The Construction Drawings shall be furnished with the Final Design for the CRA's approval in accordance with the Schedule. If required in connection with the issuance of Permits, the Artist shall present the Construction Drawings to a qualified engineer,

licensed by the state of Florida and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the CRA with such certification or engineering stamp. The Artist shall not be required to prepare or provide any other stamped engineering drawings or documents to the CRA unless such drawings or documents are required in connection with the Permits.

vi. The Artist shall be responsible for all engineering expenses associated with the Artwork and the Artwork's foundation documents pertaining to footings and foundations required by the Artwork for installation (the footings, the "Engineered Artwork Footings"). The Engineered Artwork Footings documents must be stamped by an engineer licensed in the state of Florida and approved by the CRA. The stamped Engineered Artwork Footings shall be considered "Stamped Footings Documents" and shall be provided by Artist to CRA, at Artists' cost and expense. The CRA shall be responsible for all expenses associated with production and creation of improvements contemplated by the Stamped Footings Documents.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

a. Budget

i. The Artist shall prepare a preliminary Budget (the "Preliminary Budget") for final approval that shall be initially provided to the CRA with Artist's preliminary Schedule during the Concept Design phase. The Preliminary Budget shall be incorporated herein and attached hereto as Exhibit 2, which may include optional material upgrades that the CRA may elect, for additional cost. The Preliminary Budget shall become and be considered the "Final Budget" upon approval by the Artist and the CRA with regard to Final Design, delivery timeline, fabrication of the Artwork, preparation of the Site, and installation of the Artwork all in accordance with the Final Design (the Preliminary Budget and Final Budget may be referred to herein as the "Budget").

ii. Calculation of the Budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.

iii. The Artist shall keep a log of the Artist's project hours, in whole hour increments, and shall retain all original receipts pertaining directly to the project.

iv. Except as expressly set forth herein, if the Artist incurs costs in excess of the amount listed in the Budget, the Artist shall pay such excess from the Artist's own funds, unless the Artist previously obtained approval for such costs from

the CRA (or such costs were the result of actions or inaction of the CRA).

v. Notwithstanding anything to the contrary in this Agreement, if any delays are caused by acts or omissions of the CRA, event of force majeure, or breach of this Agreement by the CRA, pricing contained in the Final Budget cannot be guaranteed and is subject to reasonable revision. Any increases to the Final Budget pursuant to this Section will be binding on the CRA.

b. Schedule

i. The Artist shall use commercially reasonable efforts to notify the CRA of the tentative Schedule for the completion of the Artwork, including the fabrication and installation of the Artwork, and a schedule for the submission of progress reports and inspections if any, except when such notice is not possible because of circumstances outside Artist's control. The Schedule may be amended by written agreement. If the Artist is unable to comply with the Schedule, then an extension request must be submitted to the CRA. Such request must be made in writing and, except in the event of circumstances outside the Artist's control, the Artist shall use commercially reasonable efforts to submit such request no less than two (2) weeks prior to the due date of the scheduled item and at least three (3) weeks prior to the delivery date of any Artwork, if the Schedule contains a delivery date. The request shall state the reasons for the delay. If the CRA finds the request and the reasons are acceptable it will not unreasonably withhold approval of the request.

ii. The timing for the payment of Budget installments and the Schedule is attached to this Agreement as Exhibit 3.

iii. The CRA expressly acknowledges and agrees that the Artist shall not commence any phase of this Agreement unless and until the Artist has been paid, in full, all amounts described in this Agreement. The CRA expressly acknowledges and agrees that the Schedule is subject to CRA satisfying every obligation that impacts the Site, the Artist's access to the Site, the availability of Artist to begin fabrication according to specifications of the Site, including, but not limited to, construction of improvements contemplated by the Stamped Footing Documents.

c. Payments. If any payment from the CRA is past due, the Artist will promptly notify the CRA and the Artist may immediately cease all services until full payment has been made and the Schedule and/or completion date shall be adjusted accordingly. The Artist has no obligation to provide services unless the CRA is in good standing and no amounts are owed to the Artist. The CRA shall pay a finance charge of one and one-half percent (1.5%) per month on past due accounts. Failure to pay invoices in a timely manner is a breach of a material term of this Agreement and payment of late charges does not excuse the CRA's failure to pay. The CRA shall pay any reasonable attorneys' fees or other costs incurred by the Artist in collecting

any delinquent amount. The Artist may terminate this Agreement in the event the CRA are more than thirty (30) days late in making any payment due pursuant to this Agreement, provided, however, nothing herein will prevent the Artist bringing suit based on the CRA's breach of this Agreement.

1.5 Fabrication Stage

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Final Design. The Artist may not deviate from the approved Final Design without written approval of the CRA.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork, as set forth in the Final Design. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the CRA with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on the Site. All additional workers or subcontractors must provide proof of insurance prior to entering the Site.

c. The CRA shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable written notice.

d. If the CRA, upon review of the Artwork, determines that the Artwork does not conform to the Final Design, the CRA shall notify the Artist in writing of the deficiencies ("Disapproval Notice") and that the CRA intends to withhold the next Budget installment.

e. The Artist will have thirty (30) days to either (i) cure the CRA's objections, cure all nonconformities and notify the CRA, in writing, of completion of the cure ("Cure Notice"); or (ii) submit reasons to the CRA, in writing, that the Artist objects to the Disapproval Notice ("Objection to Disapproval"). If the Artist submits a Cure Notice, the CRA shall review the Artwork within five (5) days of the date of Artist's Cure Notice, and upon approval, shall release the next payment owed to Artist. If the Artist delivers an Objection to Disapproval, the CRA and Artist shall make reasonable efforts to resolve the dispute in good faith. If the parties are unable to resolve any Objection to Disapproval within thirty (30) days after the date of the Objection of Disapproval, either the Artist or CRA may terminate this Agreement upon written notice.

f. The Artist shall notify the CRA in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.

g. The CRA shall inspect the Artwork within (15) days after receiving notification contemplated by subsection (f), prior to installation, to determine that the Artwork

conforms to the Final Design and to give final approval of the fabricated Artwork. In the event that the CRA does withhold final approval, the CRA shall submit a Disapproval Notice to the Artist within fifteen (15) days of examining the fabricated Artwork. The Artist shall then have thirty (30) days from the date of the CRA's Disapproval Notice to either (i) deliver a Cure Notice; or (ii) deliver an Objection to Disapproval notice to the CRA. If the Artist delivers a Cure Notice, the CRA shall review the Artwork within five (5) days of the date of the Cure Notice, and upon approval, shall release the next payment owed to Artist. If the Artist delivers an Objection to Disapproval notice, the CRA shall make reasonable efforts to resolve the dispute with the Artist in good faith. If the parties are unable to resolve any Objection to Disapproval within thirty (30) days after the date of the Objection to Disapproval, either party may terminate this Agreement upon written notice. Upon such termination, shall be under no further obligation to each other as of the date of such termination. The Artist shall be entitled to retain the compensation paid prior to the termination date so long as the Artist has acted in accordance with the terms of this Agreement.

h. The CRA shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage and insurance fees incurred as a result of such delays are the responsibility of the CRA.

i. The Artist shall have the right to inspect the Site prior to the transportation and installation of the Artwork. The Artist shall visit in person, or request photographic or video documentation of the Site, and notify the CRA of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction. In the event the parties reasonably determine, by mutual agreement, that the Site conditions need correction, the CRA shall make such corrections at its sole cost and expense, and shall be responsible for any additional storage or insurance costs incurred by the Artist.

j. For any approval and/or acceptance of the Artwork by the CRA, so long as the Artwork has been completed in substantial compliance with the Final Design, the CRA shall accept the Artwork and shall not unreasonably withhold final approval of the fabricated Artwork. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Final Design without prior approval of the CRA.

1.6 Changes to Final Design

a. Prior to the execution of any change in the approved Final Design, the Artist shall present proposed changes in writing to the CRA for further review and approval. The Artist must provide a detailed description of any significant changes in the

artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Final Design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the Budget or to the Schedule. A significant change is any change which materially affects installation, scheduling, Site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Final Design.

b. If the CRA approves the changes, the CRA shall promptly notify the Artist in writing within fifteen (15) days of the presentation of the proposed changes by the Artist.

c. If the CRA disapproves of the changes, the CRA shall promptly notify the Artist in writing within fifteen (15) days of the presentation of the proposed changes by the Artist and the Artist shall continue to fabricate the Artwork in substantial conformity with the previously approved Final Design.

d. If the CRA does not respond or do not affirmatively approve or deny the proposed changes in accordance with the timeframes provided in this Section, the proposed changes shall be deemed as approved, and Artist may proceed making such changes.

e. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Final Design under this Section.

1.7 Installation

a. Upon the CRA's final approval of the fabricated Artwork, as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the Schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.

b. The Artist will coordinate closely with the CRA to ascertain that the Site is prepared to receive the Artwork. The Artist must notify CRA of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork in accordance with Exhibit 3 to this Agreement, unless timely installation becomes impracticable or impossible due to reasons outside of Artist's sole control. The CRA shall be solely responsible to ensure timely coordination with any construction elements that may be related to underground utilities, existing walkways, landscaping, or any other features of the Site. The Artist may not install the Artwork until authorized to do so by the CRA.

c. The Artist or an agreed upon representative shall be present to supervise the installation of the Artwork.

d. Upon the sooner of thirty (30) days after completed installation at the Site in substantial conformity to the Final Design or written acceptance of the installation at the Site by the CRA, the Artwork shall be deemed to be in the custody of CRA for purposes of this Agreement and final payment shall be released to the Artist.

e. Within thirty (30) days after installation of the Artwork, the Artist shall furnish the CRA with a full written narrative of the Artwork with a full written narrative description of the Artwork and high-resolution photographs of the Artwork as installed. Notwithstanding anything contained within this Agreement to the contrary, in no event shall the Artist be obligated to provide the CRA with professional quality photographs of the Artwork.

f. Upon installation of the Artwork, the Artist shall provide the CRA with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. The Artist shall provide proposed provide Maintenance Guidelines (defined below) with the Final Design for the CRA's approval, and shall use commercially reasonable efforts to ensure that the Maintenance Guidelines will be reasonable in terms of time and expense. If any updates of the Maintenance Guideline are needed based on any changes to the Final Design, or as a result of the fabrication or installation, such updated Maintenance Guidelines will be provided to the CRA upon payment of final invoice to Artist. The CRA is responsible for the proper care and maintenance of the Artwork. The "Maintenance Guidelines" are the written instructions, via manual or other similar medium, prepared and created by the Artist in accordance with the Final Design that detail care, maintenance, general upkeep of the Artwork that CRA must follow at all times after installation of the Artwork.

1.8 Approval and Acceptance

a. The Artist shall notify the CRA in writing when all services as required of both parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Final Design.

b. The Artist shall submit a final accounting for the Artwork (the "Accounting") and include any approved changes to the Budget. The final accounting shall include time, materials, invoices, receipts, labor charges, and all other amounts incurred by the Artist.

c. The CRA shall promptly notify the Artist of its final acceptance of the Accounting and the Artwork within seven (7) days after the Artist submitted written notice and

accounting pursuant to paragraphs (a) and (b) above. The effective date of final acceptance shall be the sooner of (i) the date the CRA submits written notice to the Artist of final acceptance of the Artwork; or (ii) eight (8) days after the Artists submitted written notice pursuant to paragraph (a) above. The final acceptance shall be understood to mean that the CRA acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the CRA confirms that all services as required of both parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment in full of all amounts owed by the CRA to the Artist. Upon final acceptance of the Artwork, all of the Artist's warranties shall come into effect and begin to run. Upon transfer of ownership from the Artist to the CRA, the CRA shall be solely responsible for the insurance and regular maintenance of the Artwork, for damages occurring to Artwork or arising from, in connection with or caused by any personal injury or property damage caused, directly or indirectly, by the Artwork, except as required by Artist pursuant to Article 5.

d. If the CRA disputes that all the services have been performed, and/or the Accounting, the CRA shall notify the Artist in writing of the support for the dispute within (30) days after the Artist submitted written notice and/or accounting pursuant to paragraphs (a) and (b) above. The Artist shall promptly perform those services and remedy the Final Accounting indicated by the CRA except as set forth in Section 1.8(e).

e. If the Artist disputes the CRA's determination that not all services have been performed and/or any disagreement regarding the Accounting, the Artist shall submit reasons in writing to the CRA within (30) days of the CRA's prior notification to the contrary. The CRA shall make reasonable efforts to resolve the dispute with the Artist in good faith.

f. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the CRA shall notify the Artist of its final acceptance of the Artwork and Accounting pursuant to paragraph (c).

g. After final acceptance of the Artwork, the Artist shall make a good faith effort to be available at such time(s) as may be mutually agreed upon by the CRA and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork, with such travel, meals, and lodging expenses of Artist arising from this subsection paid by the CRA.

h. During such public presentations by the Artist, the Artist shall acknowledge the CRA's role in funding the Artwork.

i. The CRA shall be solely responsible for coordinating public information materials

and activities related to public presentations.

j. Final acceptance of the Artwork by the CRA shall be given so long as the Artwork has been completed in substantial compliance with the Final Design. The CRA shall not unreasonably withhold final approval of the installed Artwork. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Final Design without prior approval of the CRA.

Article 2 Taxes

The CRA shall provide the Artist with its Tax-Exempt Certificate. The CRA shall pay all applicable taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Agreement.

Article 3 Term of Agreement

a. Duration. This Agreement shall be effective on the date that this Agreement has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the CRA under Section 1.8, or submission of final payment to the Artist by the CRA under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the Schedule under Section 1.4(b)(i).

b. Force Majeure. The CRA shall grant the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition, except for CRA's obligation to pay Artist all amounts owed under this Agreement for work or services already completed. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the CRA's final acceptance of the Artwork as provided for herein. Upon the issuance of the Certificate of Completion, the CRA shall have fifteen (15) days to inspect the Artwork and either accept the Artwork or notify the Artist of defects. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The CRA shall bear the

risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the CRA or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist's Representations and Warranties

5.1 Warranties of Title. The Artist represents and warrants that:

a. the Artwork is solely the result of the artistic effort of the Artist and collaborators, however, this representation and warranty (and any other obligation of Artist contained in this Agreement) does not limit Artist's ability to engage subcontractors and/or independent contractors to assist Artist with Artist's obligations under this Agreement;

b. except as otherwise disclosed in writing to the CRA, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;

c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;

d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

e. the Artwork is free and clear of any liens from any source whatsoever;

f. all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;

g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence; and,

i. these representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

a. The Artist represents and warrants that all work will be performed in accordance

with usual and customary professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the CRA under Section 1.8. Vandalism and any remediation of the same is explicitly excepted from this Section 5.2 and will not be covered under the warranty identified in the preceding sentence.

b. The Artist represents and warrants that, to Artist's knowledge, the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the Maintenance Guidelines. The CRA agrees to follow the Maintenance Guidelines.

d. If within one (1) year after the acceptance of the Artwork pursuant to Section 1.8, the CRA observes any breach of warranty described in this Section 5.2 provided the CRA has paid the Artist all amounts owed hereunder and there is no uncured breach of this Agreement by the CRA, the Artist shall, at the written request of the CRA, cure the breach promptly, satisfactorily and consistent with the Final Design, at no expense to the CRA. The CRA shall give written notice to the Artist of such breach with reasonable promptness.

e. If after one (1) year the CRA observes any breach of warranty described in Section 5.2 that is curable by the Artist, as determined by the parties, mutually, in their reasonable discretion, the CRA shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under then-current industry standard, the CRA may, at its sole expenses, seek the services of a qualified restorative conservator and maintenance expert.

f. If within one (1) year the CRA observes a breach of warranty described in Section 5.2 that is not cured by the Artist, the Artist is responsible for reimbursing the CRA for damages, expenses and loss incurred by the CRA as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the CRA accepted that it may occur, it shall not be deemed a breach for purposes of Section 5.2 of this Agreement.

g. The Artist further represents and warrants that:

i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment, in strict adherence to all written instructions provided

by Artist related to the same care and maintenance, will maintain the Artwork within an acceptable standard of public display.

ii. General routine cleaning and repair of the Artwork will minimize and delay the onset of irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling; however, the CRA acknowledges and understands that these same conditions are unavoidable over time and will present at some reasonable period in the future.

iii. To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the CRA.

h. Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in this Section are conditional and shall be voided by the failure of the CRA to maintain the Artwork in accordance with the Artist's specifications, including the Maintenance Guidelines and the applicable conservation standards. If the CRA fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

i. This Section will survive termination or expiration of this Agreement for any reason.

5.3 The CRA's Representations and Warranties. The CRA covenants, represents, and warrants to the Artist all of the following:

a. It guarantees the accuracy, timeliness, and completeness of all information submitted to the Artist.

b. It is solely responsible for compliance with all federal, state, and local laws, rules, regulations, executive orders, ordinances, standards, and best practices applicable to the CRA and the Site.

c. It has the legal power and authority to enter into this Agreement; and entering into this Agreement does not conflict with or result in any breach or violation of any of the terms and provisions of any agreement, judgment, order, statute or other instrument or restriction of any kind binding the CRA.

Article 6 Insurance

6.1 General

a. Except in the event of the CRA's breach of this Agreement, gross negligence, or willful misconduct, the Artist acknowledges that until final acceptance of the Artwork by the CRA under Section 1.8, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artwork, regardless of where such loss occurs.

b. Terms for the procurement and duration of insurance are provided in Exhibit 4.

c. Required insurance policies are described in Exhibit 4.

6.2 Performance Bonds. The Artist shall not be required to post any performance bonds or similar undertakings, and any requirement of any other authority for performance bonds shall be the responsibility of the CRA.

Article 7 Ownership and Intellectual Property Rights

7.1 Title. Title to the Artwork shall pass to the CRA upon the CRA's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 5. Artist shall provide CRA with a Transfer of Title in substantially the form attached hereto as Exhibit 5.

7.2 Ownership of Documents. One set of presentation materials prepared and submitted under this Agreement shall be retained by the CRA for possible exhibition and to hold for permanent safekeeping, provided that no right to fabricate the Artwork is granted to the CRA outside of this Agreement is included.

7.3 Copyright Ownership. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the CRA. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. Subject to payment in full of all amounts due to the Artist hereunder the Artist grants to the CRA a nontransferable, non-exclusive license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and

exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and in strict compliance with this Agreement.

c. All reproductions by the CRA shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Artist's name, date of publication].

d. The Artist shall use the Artist's reasonable efforts in any public showing or resume use of reproductions to give acknowledgment to the CRA in substantially the following form: "an original Artwork commissioned by and in the public art collection of the Community Redevelopment Agency in the City of Bradenton."

e. The Artist may, in Artist's sole discretion and at the Artist's expense elect to register with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.

f. If the CRA wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Notwithstanding anything contained herein to the contrary, no party shall be obligated to enter into any further agreements regarding the Artwork.

g. The CRA is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.

b. The CRA, shall, at its expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a plaque identifying the Artist, the title of the Artwork and the year of completion, and shall reasonably maintain such notice in good repair against the ravages of time, vandalism and the elements.

c. The CRA recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The CRA shall reasonably ensure that the Artwork is properly maintained and protected, taking into account the

Maintenance Guidelines and shall reasonably protect and maintain the Artwork against the ravages of time, vandalism and the elements. The CRA agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.

d. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement. Upon the Artist's written request, the CRA shall remove the identification plaque and all attributive references to the Artist, at the CRA's own expense, within (30) days of receipt of the notice. No provision of this Agreement shall obligate the CRA to alter or remove any such attributive reference printed or published prior to the CRA's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Repairs; Restoration; Removal and Destruction.

a. If the Artwork requires restoration, and the restoration will compromise the artistic intent of the Artist, the CRA shall take reasonable steps to consult with the Artist on the future restoration and repair of the Artwork. The CRA retains the right to proceed with maintenance or repairs deemed necessary if the CRA is unable to contact or come to an agreement with the Artist concerning such restoration or repair.

b. The CRA shall have the right to determine, after consultation with the Artist, if reasonably practicable, during the lifetime of the Artist's principals or a professional conservator, when and if repairs and restorations to the Artwork will be made. In the sole discretion of the CRA, the Artist, if reasonably practicable, during the lifetime of the Artist's principals, may be given the opportunity to make or personally supervise significant repairs and restorations, and shall be paid a reasonable fee for such services provided that the CRA and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

c. All repairs and restorations, whether made by the CRA, or the Artist, shall be made in accordance with recognized principles of conservation.

d. The CRA shall not intentionally damage, alter, modify, or change the Artwork without prior written approval of the Artist.

e. Nothing in this Agreement shall preclude any right of the CRA to remove the Artwork from public display or to destroy the Artwork. If the CRA shall at any time decide to destroy the Artwork, it shall, by reasonable advance written notice

to the Artist, offer the Artist a reasonable opportunity to recover the Artwork at its expense.

f. The CRA shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork.

g. Nothing contained in this Article 8 will be construed as a limitation on such other rights and remedies available to the Artist under the law which may now or in the future be applicable. The covenants and obligations set forth in this Article 8 will be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the CRA covenants do attach and run with the Artwork and shall be binding to and until twenty (20) years after the death of all principal owners of the Artist. The CRA shall give any subsequent owner of the Artwork notice, in writing, of the covenants herein and shall cause each such owner to be bound thereby.

Article 9 Permanent Record

The CRA shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

Article 10 Artist as an Independent Contractor

The Artist agrees to perform all services under this Agreement as an independent contractor and not as an agent or employee of the CRA. Nothing contained in this Agreement, or any subcontract awarded by the Artist shall create a partnership, joint venture or agency with the CRA. No party shall have the right to obligate or bind any other party in any manner to any third party. The Artist shall provide the CRA with the Artist's Tax Identification Number and any proof of such number as requested by the CRA.

Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12 Assignment and Delegation

No party may assign their rights nor delegate their duties under this Agreement without the written consent of all other parties. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement. Notwithstanding the foregoing, the CRA hereby expressly acknowledges that the Artist may

delegate any duties hereunder in its discretion. The parties each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 13 Termination

a. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than (30) days prior to the effective date of termination.

b. The CRA may terminate this Agreement without cause upon thirty (30) days written notice to the Artist. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement.

c. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have (30) days after the effective date of the notice to cure the default. If it is not cured by that time, the non-defaulting party may terminate this Agreement immediately upon written notice to the other party.

d. If the CRA defaults and does not cure such default before any cure period afforded to the CRA, and the Artist, in its sole discretion terminates this Agreement, the CRA shall promptly compensate the Artist for the full payments that would have been owed to Artist if the services were fully provided, the Artwork was created, and the Artwork was installed. The Artist shall retain possession and title to the studies, drawings, design, maquettes and models already prepared and submitted or prepared for submission to the CRA by the Artist under this Agreement prior to the date of termination. In the event of termination due to CRA default, no right to fabricate shall be transferred to CRA.

e. In the event the Artist defaults and does not cure such default before any cure period afforded to the Artist, and the CRA, in its sole discretion, terminates this Agreement, provided that the CRA has paid the Artist all amounts due under this Agreement as of the date of termination, the Artist shall grant to the CRA a limited, irrevocable, royalty-free license, for the sole and exclusive non-commercial

purpose of competing the Artwork as described and intended in the Final Design, to all finished and unfinished drawings, sketches, photographs, and other work products or deliverables prepared and submitted by the Artist to the CRA prior to the date of termination, including, without limitation, the Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Artwork.

f. Upon notice of termination, the Artist and subcontractors shall cease all services affected.

Article 14 Death or Incapacity

Reinaldo Correa Diaz ("Individual Artist") is the artist who the Parties contemplate shall complete the Artwork under this Agreement. If Individual Artist passes or becomes incapacitated, the Artist shall procure a replacement individual artist to complete the Artwork with approval of the CRA. If the Artist does not procure a replacement within thirty (30) days of the Individual Artist's passing or the CRA does not approve the replacement individual artist, the CRA shall be entitled to immediately terminate this Agreement. Upon termination, the Parties shall comply with their respective payment and license obligations provided in Section 13(e).

Article 15 Notices and Documents

Notices required under this Agreement shall be delivered personally or through the registered or certified mail, return receipt requested mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For the CRA:	Community Redevelopment Agency of the City of Bradenton 101 Old Main Street Bradenton, FL 34205
For the Artist:	Name: Reinaldo Correa Diaz Mailing Address: 115 North Stewart Avenue, 4A Kissimmee, Florida 34741

Notice shall be deemed effective on the date personally delivered or, if mailed, (3) days after the postmarked date.

Article 16 Waiver

The parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 17 Audit

The CRA shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, City Clerk, or a designated representative of any of these officers. Copies of such documents shall be provided to the CRA for inspection when it is practical to do so. Access to such records and documents shall also be granted to any party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The CRA will comply with any open records law applicable to these records.

Article 18 Conflict of Interest

The Artist and the CRA shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19 Dispute Resolution

In the event of a dispute related to this Agreement or the Artwork, each party agrees to negotiate a resolution to such breach in good faith. If the dispute is not resolved through good faith negotiation after sixty (60) days following such dispute arising, all parties agree to submit to mediation. Each party agrees to be responsible for its own attorney's fees except as otherwise provided for herein or by statute. The parties shall each be responsible for one-half (1/2) of the total cost of the mediation.

Article 20 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

Article 21 Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Florida invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 22 Governing Law and Venue

This contract shall be governed by the laws of the State of Florida both as to interpretation and performance and venue lie in Manatee County, Florida.

Article 23 Public Records

To the extent applicable, Artist shall comply with the requirements of Florida's Public Records laws, specifically including the following:

a. Artist shall keep and maintain public records required by the CRA in order to perform the service;

b. Upon request from the CRA, provide the CRA 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;

c. Artist 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 Artist does not transfer the records to the CRA;

d. Artist shall upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Artist or keep and maintain public records required by the CRA to perform the service. If Artist transfers all public records to the CRA upon completion of the contract, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records upon completion of the contract, Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA; and;

e. Artist 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
101 Old Main Street West

Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

Article 24 E-Verify

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Artist hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Artist further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. The Artist hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the Effective Date of this Agreement. If the Artist has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the CRA.

Article 25 Indemnity

The Artist shall indemnify, protect, defend and hold harmless the CRA, the City of Bradenton and their subdivisions, officials, employees and agents, contractors and insurers from and against all liabilities, obligations, losses, damages, judgements costs or expenses (including legal fees and cost of investigation) ("collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this section with respect to any Losses solely caused by the active negligence or willful misconduct of the CRA or the City of Bradenton and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that its obligation to defend in this Section:

a. is an immediate obligation, independent of its other obligations hereunder;

b. applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and

c. arises at and continues after the time the Loss is tendered to Artist.

Article 26 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the

parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

Article 27 General Provisions

27.1 Headings; Gender. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. Any gender-specific references in this Agreement are intended to be all-inclusive, such that the masculine will be deemed to include the feminine and the feminine deemed to include the masculine.

27.2 Remedies. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance. The specification of remedies in this Agreement will not be deemed to be exclusive.

IN WITNESS THEREOF, the parties have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement, this ____ day of _____, 2023.

ARTIST

By: _____

Print Name: _____

Its: _____

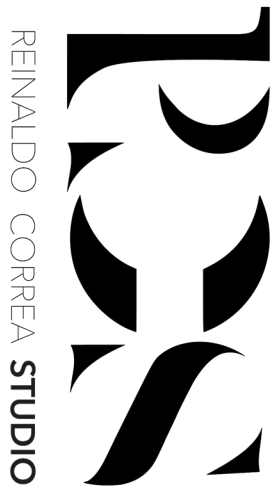
COMMUNITY REDEVELOPMENT AGENGY OF THE CITY OF BRADENTON (CRA)

By: _____

Print Name: Josh Cramer

Its: CRA Chair

EXHIBIT 1
PRELIMINARY DESIGN
(As attached hereto)

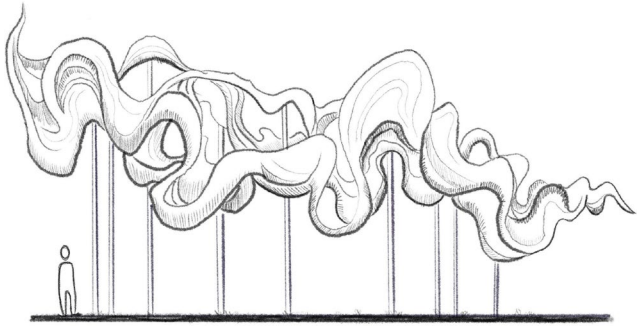

REINALDO CORREA STUDIO

Concept 1: “The Singing River”

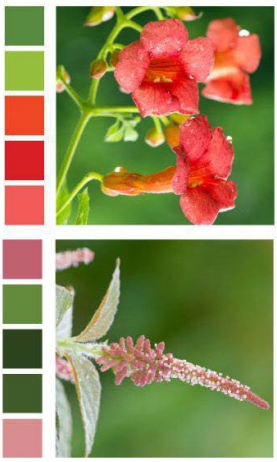
"The Singing River" artwork concept is a testament to the rich cultural heritage of Bradenton, Florida, inspired by the legendary Humming River and its enigmatic Mystic Music. Through its fluid and dynamic design, this artwork embodies the ever-changing nature of rivers and the impact they have had on the lives of people from the past, present, and future.

To minimize its impact on the site and emphasize the natural beauty of the surroundings, this concept works within the existing conditions, creating an experiential journey for visitors through innovative fabrication techniques, installation and illumination. As the artwork lights up and transforms between day and night, it creates a dynamic visual experience, captivating viewers with its vibrant colors and textures inspired by the surrounding natural heritage.

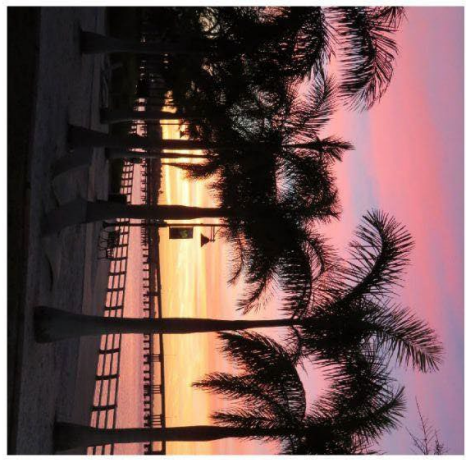
In addition to its visual appeal, "The Singing River" explores the possibility of generating a soothing sound through its construction and capturing of wind, further enhancing the immersive experience of the artwork. Through its celebration of Bradenton's natural heritage and cultural legacies, this artwork inspires all who encounter it to reflect on the importance of preserving tradition for future generations.

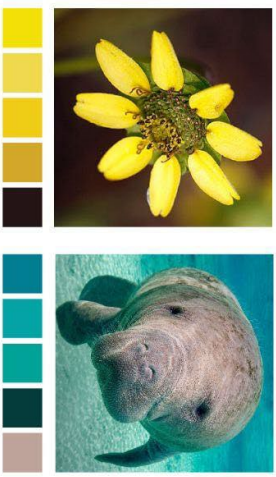


Artwork Color Explorations

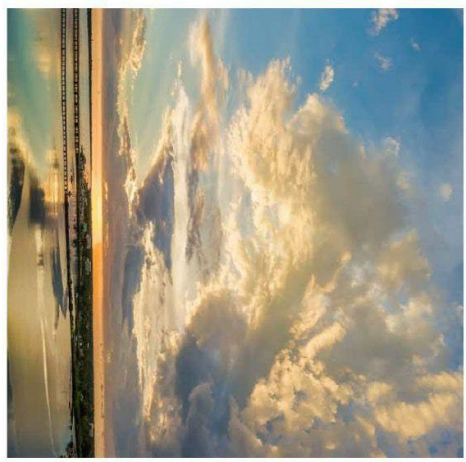






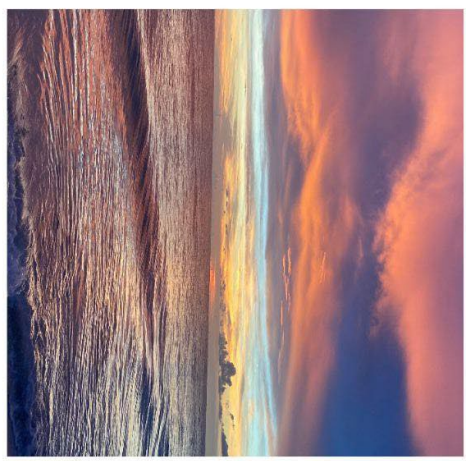












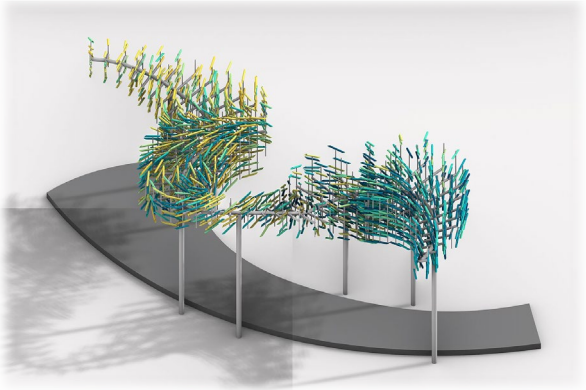

N
POPULAR PATH
SITE RECOMMENDATIONS
RIVER WALK
INTEPRETIVE KIOSK
MANATEE RIVER
SITE 1
Primary Site Recommendation
SITE 2
Secondary Site Recommendation

Manatee River
Bradenton, FL
Professor discovers Angola remnants

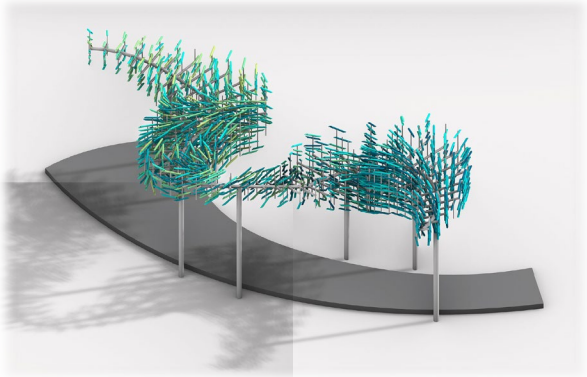
Manatee River
A brief history of Bradenton
Who Are The Freedom Seekers?
Prospect Bluff
Refuge Settlements
Migration Path
Suwanee
Apalachicola
Angola
Charlotte Harbor
Cape Florida
The Bahamas
Professor discovers Angola remnants
A Newly Excavated Settlement Highlights Florida's History as a Haven for Escaped Slaves
An Illustration of the Angola Settlement
"We don't know as much about Angola, the enslaved African Americans, Cuban fisherman and so many histories of the Manatee River that need to get more attention to have a holistic view."
Dr. Uzi Baram is a Professor of Anthropology at New College of Florida
Artist Remarks:
The discovery of Angola is also important in the context of the Manatee River, which played a critical role in the history of the region. The settlement was located near the river and is believed to have been a stop on the Underground Railroad network that used the river as a route to transport escaped slaves to freedom.
The Manatee River was also a source of livelihood for the settlement, providing a means for fishing and transportation. The relationship between Angola and the Manatee River underscores the importance of waterways in the history of Florida and the role they played in shaping the lives and experiences of its people, both free and enslaved.

Manatee River
Bradenton, FL
Professor discovers Angola remnants
Bradenton River Walk

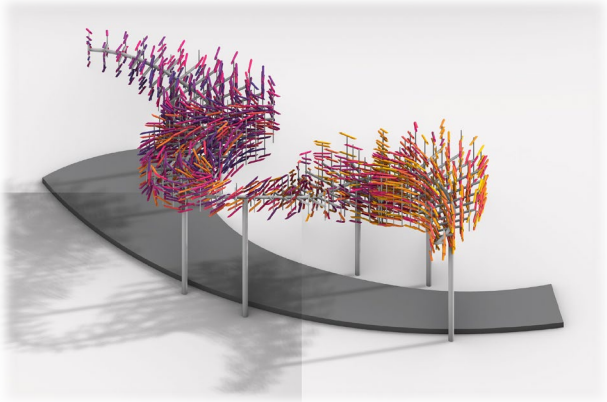
Manatee River
Bradenton, FL
Professor discovers Angola remnants



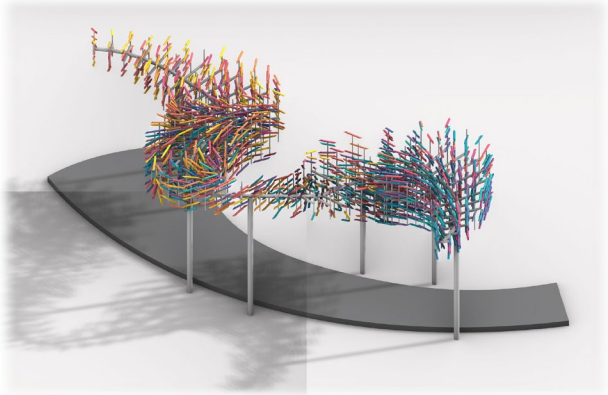
Color Scheme 1: Inspiration - Flora



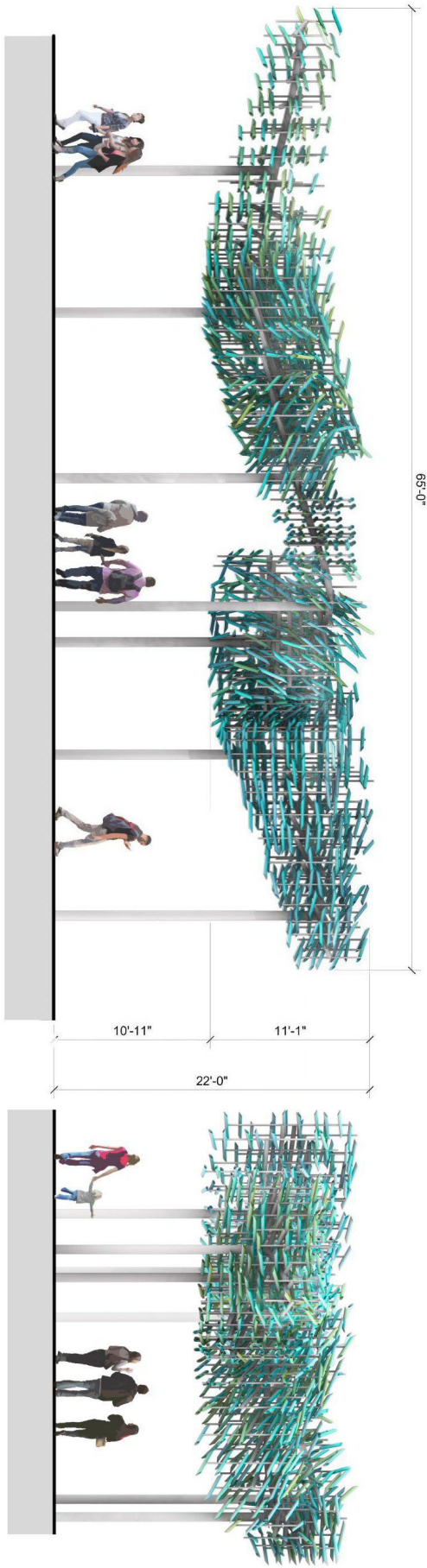
Color Scheme 2: Inspiration - Water

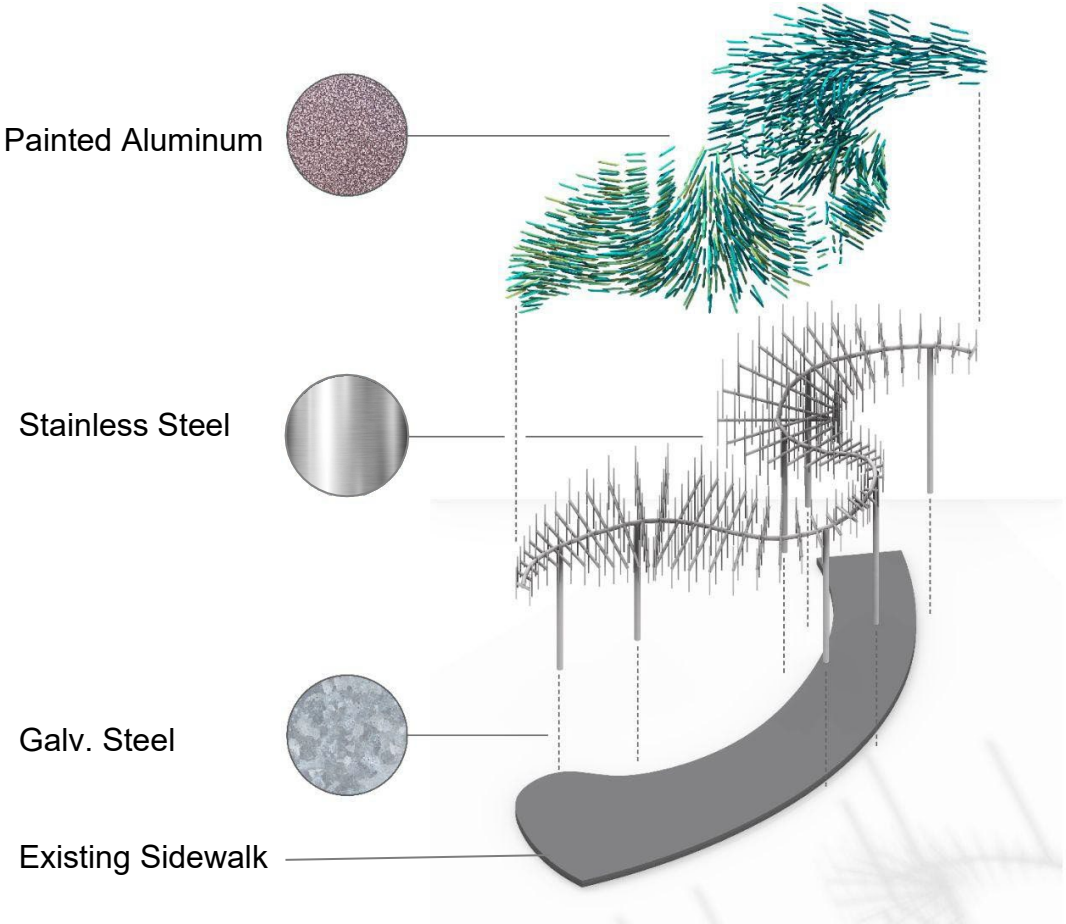


Color Scheme 3: Inspiration - Sunset



Color Scheme 4: Inspiration - Natural Heritage

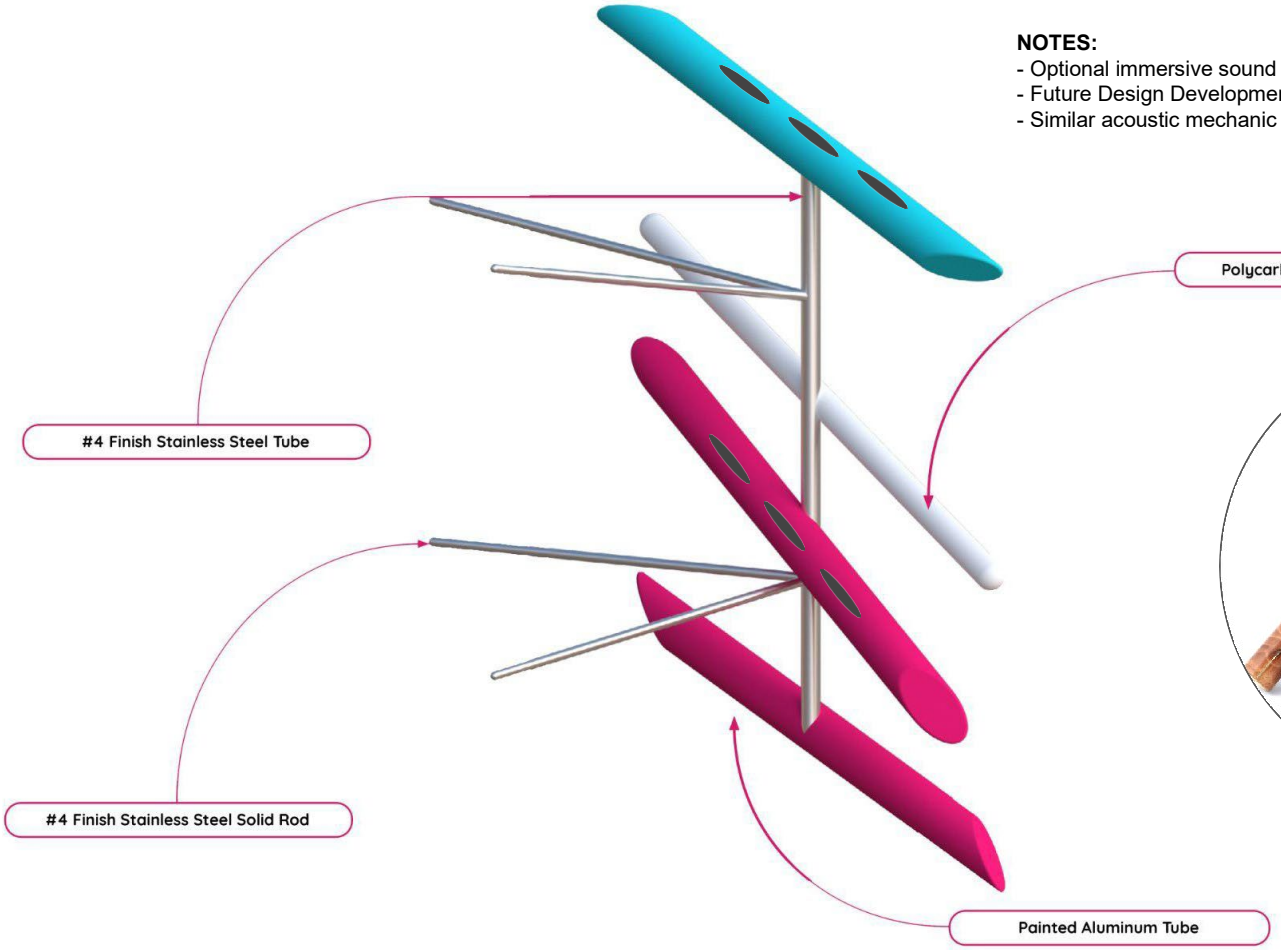

65'-0"
10'-11"
11'-1"
22'-0"


Painted Aluminum
Stainless Steel
Galv. Steel
Existing Sidewalk

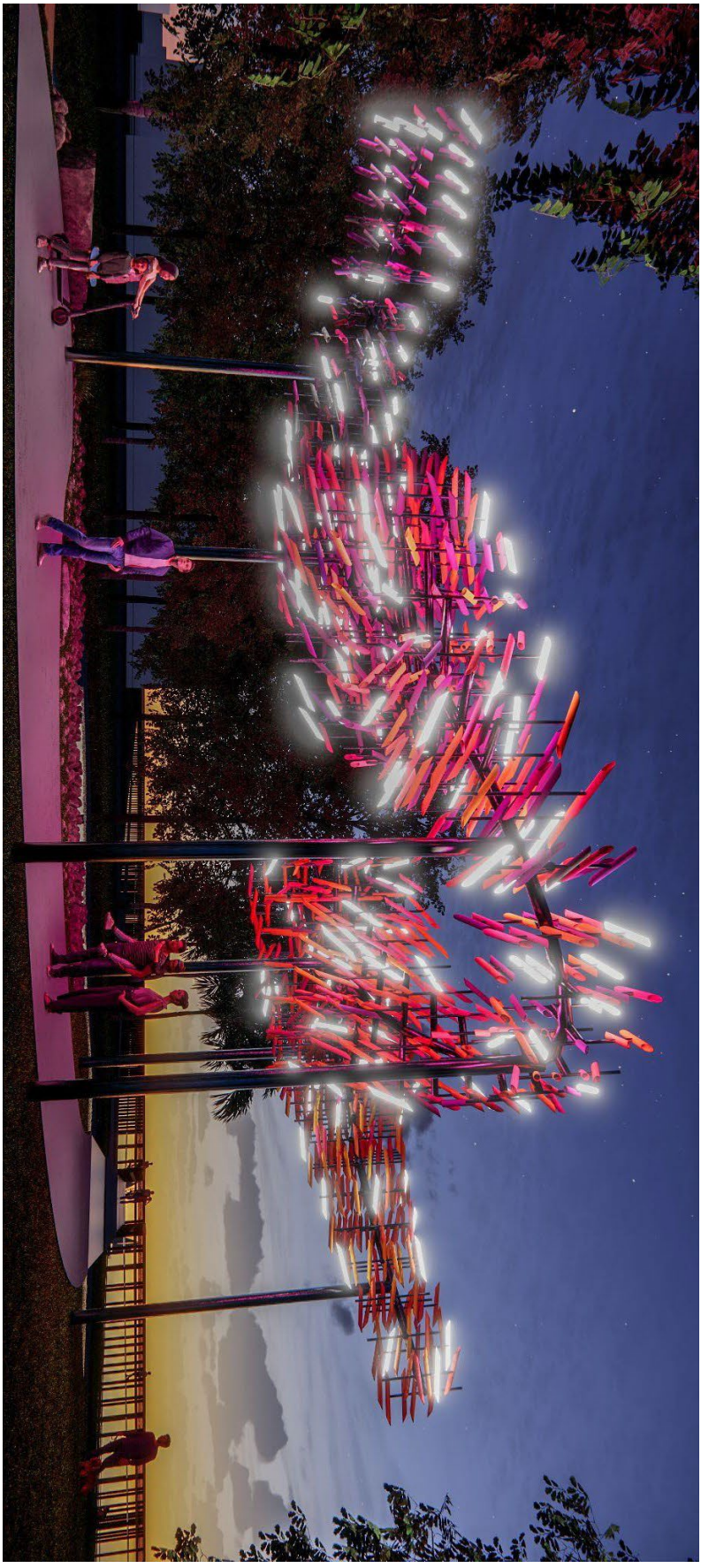


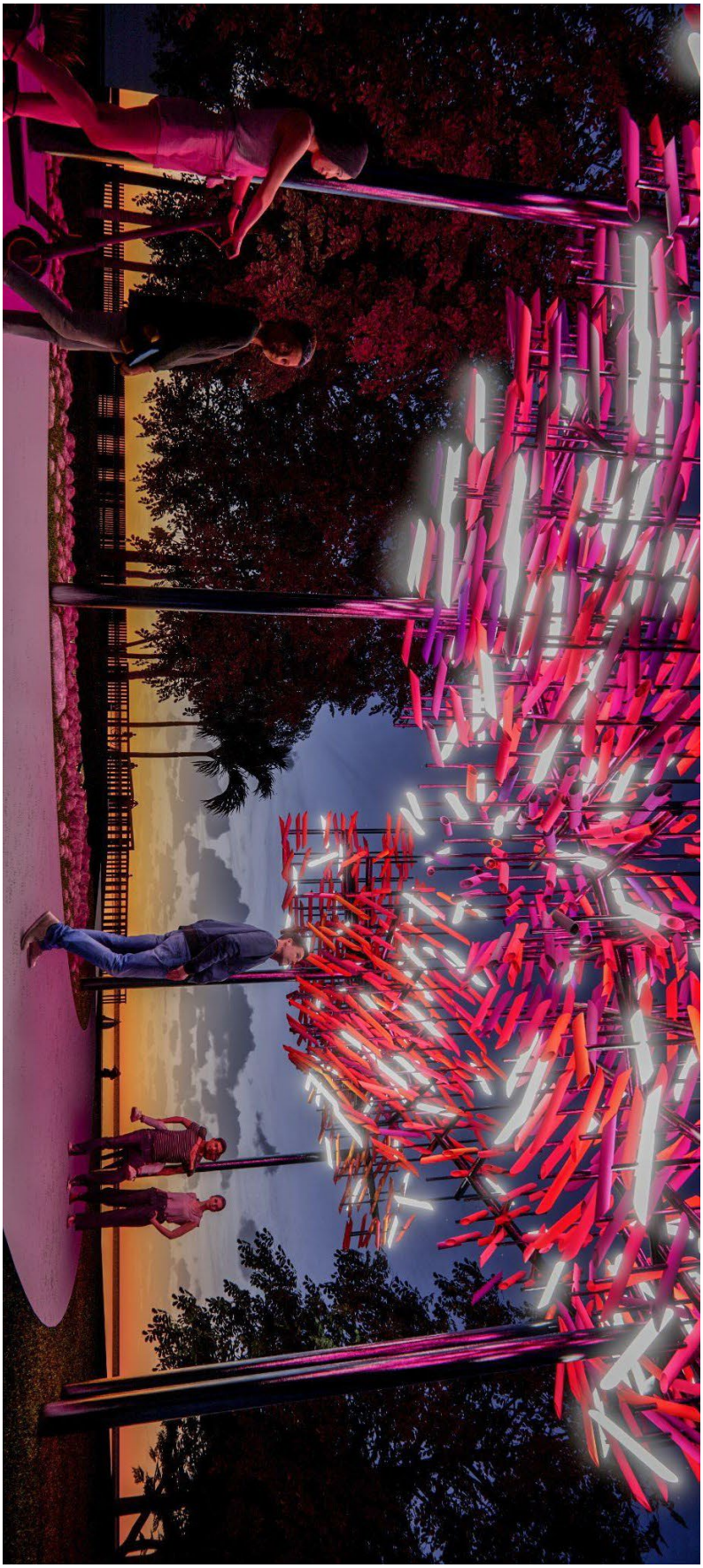


NOTES:
- Optional immersive sound experience.
- Future Design Development with Sound Engineer.
- Similar acoustic mechanic as a pan flute.











THANK YOU!

On behalf of our entire team

EXHIBIT 2

PRELIMINARY BUDGET

(As attached hereto)

EXHIBIT 3
SCHEDULE AND PAYMENT SCHEDULE

The following sequence of activities is agreed to by all parties, contingent upon the CRA and Artist completing all obligations outlined in the Agreement, including construction at the Site and completion of the previous Phase. Notwithstanding anything contained in this Agreement to the contrary, the CRA and the Artist will review the Estimated Dates for each Phase below and update the same after Final Design is submitted to CRA.

PHASE	DELIVERABLES, OBLIGATIONS, AND/OR SERVICES	ESTIMATED DATE
1	Execution of Agreement.	December 19, 2023
2	The Artist's completion and submission of the Concept Design. The CRA review and acceptance of the Concept Design.	February 15, 2024 Public Art Advisory Board Recommend Approval: Feb 20, 2024 CRA Approval: Feb. 29, 2024
3	The Artist's completion and submission of Stamped Footings Documents to the CRA. The CRA completion of the construction of all improvements to the Site contemplated by the Stamped Footings Documents.	April 8, 2024
4	The CRA submission to the Artist of As-Built drawings of construction of CRA-required improvements to the Site. If necessary, the Artist shall complete and submit to the CRA a revised Concept Design, based on the As-Built drawings of the Site improvements.	May 23, 2024

5	The Artist's completion and submission of the Final Design. The Artist shall commence fabrication of the Artwork as soon as is practicable after CRA approval of Final Design.	The Artist Submit: Within sixty (90) days of Artist receipt of As-Built drawings from the CRA. July 22, 2024 The CRA Approve: 30 days after Artist submission of Final Design to the CRA. Aug. 29, 2024
6	The Artist's completion of fifty percent (50%) of the fabrication of the Artwork.	Estimated prior to one hundred twenty (120) days after the Artist commencement of fabrication. December 19, 2024
7	Completion of fabrication; transportation and installation of the Artwork on the Site.	Estimated one hundred eighty (180) days after the Artist's commencement of fabrication. February 17, 2025
8	The CRA's final review and acceptance of the installed Artwork. The Artist's delivery of the updated Maintenance Guidelines, if any, to the CRA	The CRA Acceptance: Response within fifteen (15) days of installation. March 2, 2025 Updated Maintenance Guides delivered: Within fifteen (15) days of the CRA Acceptance. March 17, 2025
9	Dedication of the Artwork.	

The CRA shall pay the Artist a total an amount not to exceed $350,000.00, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments:

Payment Due	Payment Number	Installment Amount	Percentage of Total Artist Fee
Completion of Phase 1	Payment 1	$70,000.00	20%
Completion of Phase 2	Payment 2	$175,000.00	50%
Completion of Phases 3, 4, 5, 6	Payment 3	$52,500.00	15%
Completion of Phase 7	Payment 4	$35,000.00	10%
Completion of Phase 8	Payment 5	$35,000.00	10%

EXHIBIT 4

INSURANCE FORMS

Insurance – General

Before performing any services contemplated under this Agreement, Artist shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the CRA and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The CRA and the City, their officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the CRA. The CRA shall retain the right to review, at any time, coverage, form, and amount of insurance.

A. **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	$100,000
(Disease-Policy Limit)	$500,000
(Disease-Each Employee)	$100,000

B. **Commercial General Liability**.

The limits are to be applicable only to services performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits:

General Aggregate:

Products/Completed Operations Aggregate	$1,000,000	
Personal and Advertising Injury		$1,000,000
Each Occurrence		$1,000,000
Fire Damage (Any One Fire)	$Nil	
Medical Expense (Any One Person)	$Nil	

ADDITIONAL INSURED: The CRA and the City, shall be specifically named as additional insured on the Commercial General Liability Policy.

C. **Automobile Liability**

Including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:

i) bodily injury liability of $[50,000] for each person,
ii) $[300,000] per occurrence,
iii) property damage liability of $[25,000] for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.

D. **Transportation/Cartage, all risk**

Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit 3.]

E. **All Risk Installation**

Covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under Exhibit 3.

F. **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the CRA before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

G. **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the CRA, prior to the commencement of any services contemplated under this Agreement. If the initial insurance expires prior to the completion of services by Artist, renewal certificates of insurance and required copies of policies shall be furnished by Artist and delivered to the CRA thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner

create any liability of the CRA or the City in connection with any claim against Artist for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of Artist or Artist's sureties to the CRA or the City, or to any workers, suppliers, material men or employees in relation to this Agreement.

H. By way of its execution of the Agreement, Artist:

a. Represents that Artist maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the CRA; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the CRA and must be endorsed to provide same. Failure of KMB to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

I. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: _____

and

The Community Redevelopment Agency of the City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
Attn: _____
_____
Bradenton, FL _____

EXHIBIT 5
TRANSFER OF TITLE

STATE OF _____

COUNTY OF_____

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the Community Redevelopment Agency of the City of Bradenton, located in___,_____, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of _____, 20___, and as described therein.

Title: _____.

Location: _____.

IN WITNESS THEREOF, the Artist read and understand the terms set forth and agrees to transfer title to the Artwork as indicated, by execution of this Agreement, this ____ day of _____, 20__.

ARTIST

By: _____

Print Name: _____

Its: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20__, by _____, Such person is personally known to me or has produced _____ as identification.

_____

[Notary Seal] Notary Public

_____

Name typed, printed or stamped

My Commission Expires:_____