

AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, March 26, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Associate Pastor Dylan Kern with Bradenton Christian Reformed Church
(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

- a) [Legislative](#): Child Abuse Prevention Month
[Child Abuse Prevention Month Proclamation](#)
- b) [Legislative](#): Mayor William "Bill" Evers Day
[Mayor William "Bill" Evers Day Proclamation](#)

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

- a) [City Administration](#): Resolution 25-36 - City of Bradenton Public Safety Operations Center Use and Operating Policy
[Resolution 25-36](#)
- b) [Clerk](#): Minutes from the December 11, 2024 City Council Workshop
[12-11-2024 City Council Workshop Minutes](#)
- c) [Clerk](#): Minutes from the January 29, 2025 City Council Workshop
[01-29-2025 City Council Workshop Minutes](#)
- d) [Clerk](#): Minutes from the February 12, 2025 City Council Meeting
[02-12-2025 City Council Meeting Minutes](#)
- e) [Clerk](#): Minutes from the February 26, 2025 City Council Meeting
[02-26-2025 City Council Meeting Minutes](#)
- f) [Clerk](#): Minutes from the March 12, 2025 City Council Meeting
[03-12-2025 City Council Meeting Minutes](#)
- g) [Legislative](#): Resolution 25-43 - Planning Commission Appointment

- Resolution 25-43
- h) **Legislative:** Resolution 25-42 - Tree and Land Preservation Board Reappointment
Resolution 25-42
- i) **Legislative:** Resolution 25-44 - Architectural Review Board Appointment
Resolution 25-44
- j) **Public Works & Utilities:** Change Order #1 to NDC Construction for the Bradenton Police Headquarters Construction Project
Change Order #1
- k) **Purchasing:** Agreement PB-25-011EJ with Carahsoft Technology Corporation
Agreement PB-25-011EJ with Carahsoft Technology Corporation
- l) **Finance:** Purchase of Accounting Software from Carahsoft Technology Corporation
- m) **Purchasing:** Agreement for Professional Services for Architectural and Engineering Services for Public Works Master Planning with Sweet Sparkman Architects, Inc.
Contract for Professional Architectural and Engineering Services
- n) **Purchasing:** Assignment and Assumption of PB-23-003NT with Municipal Emergency Services, Inc.
Assignment and Assumption of PB-23-003NT
- o) **Purchasing:** First Contract Renewal of PB-22-028NT with Sulphuric Acid Trading Company, Inc.
First Contract Renewal with Sulphuric Acid Trading Company Inc.
- p) **Purchasing:** Notice of Recommended Award (NORA) for IFBC 25-004EJ Manatee Elementary Sidewalk and Safety Improvements
25-004EJ NORA Packet
- q) **Purchasing:** Notice of Recommended Award (NORA) for RFP 25-003EJ Grant Writing Services
25-003EJ NORA Packet

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

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

[Ordinance 4058](#)

[Staff Report](#)

[Business Impact Estimate Ord 4058](#)

- c) [City Administration](#): Resolution 25-37 - Operations and Maintenance Agreement for the City of Bradenton's Wastewater Treatment Plant - PUBLIC HEARING

[Resolution 25-37](#)

[Operations and Maintenance Agreement with Woodard & Curran, Inc.](#)

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

- a) [City Administration](#): Emergency Procurement Report
- b) [City Administration](#): Private Commercial Refuse Collection Service at the Minnie Rogers Site - 201 13th Avenue West
[Memorandum Regarding Solid Waste Collection Services](#)

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before

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

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

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

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

AT COUNCIL MEETING:

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

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

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

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

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

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

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Proclamation
AGENDA SECTION: PROCLAMATIONS
SUBJECT: Child Abuse Prevention Month
SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

ATTACHMENTS:

[Child Abuse Prevention Month Proclamation](#)

City of Bradenton
Office of the Mayor



Proclamation

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

Child Abuse Prevention Month
April 2025

Whereas, Florida's future prosperity depends on nurturing the healthy development of over 4 million children currently living, growing and learning within our many diverse communities; and

Whereas, child abuse is a crime against humanity that affects 5,301 children annually in Manatee County with a rate of 60.3 reports per 10,000 in comparison to 51.1 per 10,000 statewide; and

Whereas, child abuse and neglect can cause severe, costly, and lifelong problems among society and victims, such as social, criminal, and academic difficulties, and emotional, physical, and mental health challenges; and

Whereas, research shows parents and caregivers who have social networks and can seek support in times of need are more resilient, less isolated, and better able to provide safe environments and nurturing experiences for their children; and

Whereas, individuals, businesses, schools, community and faith-based organizations must make children a top priority and take action to support the physical, social, emotional, academic, and mental development and wellbeing of all children; and

Whereas, during the month of April, Prevent Child Abuse in Manatee County in collaboration with the Florida Department of Children and Families, Manatee County Sheriff's Office, Bradenton Police Department, Manatee Children's Services, Healthy Start, Safe Children's Coalition, Pinwheels for Prevention, and all agencies dedicated to the wellbeing of children and families, will be engaging in a coordinated effort to prevent child abuse and neglect by promoting awareness of healthy child development, positive parenting practices, and promoting healthy family relationships within our communities.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 2025 as **Child Abuse Prevention Month**, and urge all citizens to engage in activities whose purpose is to strengthen families and communities.

Gene Brown
Mayor
March 26, 2025

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CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Proclamation
AGENDA SECTION: PROCLAMATIONS
SUBJECT: Mayor William "Bill" Evers Day
SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

ATTACHMENTS:

[Mayor William "Bill" Evers Day Proclamation](#)

City of Bradenton
Office of the Mayor



Proclamation

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

Mayor William “Bill” Evers Day
March 26, 2025

Whereas, the City of Bradenton lost a valued and respected leader on March 14, 2025, with the death of former Mayor William “Bill” Evers; and

Whereas, Mr. Evers was born in Providence, Rhode Island and moved to Cortez with his family as a child and graduated from Manatee High School in 1952; and

Whereas, he served honorably as a merchant mariner and in the United States Army. He continued to serve others with his career in law enforcement as a Florida Highway trooper and a lieutenant in the Manatee County Sheriff’s Office; and

Whereas, Bill was passionate in his desire to serve and became a member of the Bradenton City Council in 1973 and 1977 before moving to the mayor’s office in 1979. Mayor Evers continued to serve our fine City for two decades; and

Whereas, he was dedicated to his mission of doing a lot with little money. He creatively found funding for local improvements like Rossi Park with grants. Bill was known to be a tough negotiator with a heart of gold for the citizens.

Whereas, Mayor Evers was instrumental in many major infrastructure upgrades, stormwater and sewer rehabilitation and conversion, road paving projects and a major expansion to the City’s drinking water reservoir, now known as Evers Reservoir.

Whereas,. Bill will leave a legacy filled with his love for our community and its people.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***March 26, 2025***, as ***Mayor William “Bill” Evers Day***, and urges all citizens to remember and honor the late former Mayor William “Bill” Evers for his longstanding service to our City.

Gene Brown
Mayor
March 26, 2025

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CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-36 - City of Bradenton Public Safety Operations Center Use and Operating Policy

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On September 6, 2024, the City officially opened the City of Bradenton Public Safety Operations Center located at 2905 59th Street West. The facility is set to greatly enhance the City's emergency response capabilities by providing a hardened command and control center equipped with modern technology enabling City personnel to manage and coordinate "all hazards" emergency incident responses, ensuring the well-being of our residents during hurricanes, critical incidents, preparation/protective measures, rescue operations, and recovery efforts.

The purpose of this policy is to establish a uniform set of guidelines for the use and operation of the City's Public Safety Operations Center.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Approved

SUGGESTED MOTION:

Motion to approve Resolution 25-36

ATTACHMENTS:

[Resolution 25-36](#)

CITY OF BRADENTON
RESOLUTION NUMBER 25-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING THE CITY OF BRADENTON PUBLIC SAFETY OPERATION CENTER USE AND OPERATING POLICY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 6, 2024, the City of Bradenton officially opened the City's Public Safety Operations Center at 2905 59th Street West; and

WHEREAS, this facility is set to greatly enhance the City's emergency response capabilities by providing a hardened command and control center equipped with modern technology enabling City personnel to manage and coordinate "all hazards" emergency incident responses, ensuring the well-being of our residents during hurricanes, critical incidents, preparation/protection, rescue operations and recovery efforts; and

WHEREAS, the City Council desires to create a policy which establishes a uniform set of guidelines and standards to be followed by all City personnel, in the use and operation of the City's Public Safety Operation Center;

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

1. The City hereby adopts the City of Bradenton Public Safety Operation Center Use and Operating Policy;
2. Said Policy is 3 pages and is attached to and made a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE BRADENTON CITY COUNCIL BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 26th DAY OF MARCH 2025.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY



**CITY OF BRADENTON PUBLIC SAFETY
OPERATION CENTER USE AND OPERATING
POLICY**

Approved by City Council – Resolution 25-36 dated March, 2025

PURPOSE: The purpose of this policy is to establish a uniform set of guidelines for the use and operation of the City's Public Safety Operation Center.

OVERVIEW: On September 6, 2024, the City officially opened the City of Bradenton Public Operation Center located at 2905 59th Street West. This facility is set to greatly enhance the City's emergency response capabilities by providing a hardened command and control center equipped with modern technology enabling City personnel to manage and coordinate "all hazards" emergency incident responses, ensuring the well-being of our residents during hurricanes, critical incidents, preparation/protective measures, rescue operations and recovery efforts.

Key Benefits of the Public Safety Operations Center:

- ***Streamlined Communication:*** This facility will serve as a centralized hub for emergency operations, ensuring timely updates and assistance
- ***Resource Optimization:*** The Center will enable faster and more effective deployment of resources, ensuring safety before, during and after emergencies.
- ***Enhanced Coordination:*** Improved collaboration among emergency agencies will facilitate a synchronized and efficient response.
- ***Cost Efficiency:*** The facility will save taxpayer money by reducing overhead costs through a single coordinated, cost-effective operation.
- ***Improve Decision Making:*** Real time, better-informed decisions during crises will be possible with key emergency managers working in closer proximity.
- ***Enhanced Training and Exercises:*** Emergency personnel will be well-trained and prepared to respond effectively to any situation, keeping the community safe.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the use and operation of the Public Safety Operations Center.

PROCEDURES:

A. General

The primary purpose of the Public Safety Operation Center is for coordinated preparation/protective measures, response to, and recovery from emergency incidents. The facility may also be used during non-activation times for training, community meetings and other events as the City Administrator deems appropriate with notice to City Council.



**CITY OF BRADENTON PUBLIC SAFETY
OPERATION CENTER USE AND OPERATING
POLICY**

The Public Safety Operations Center building, and surrounds are staffed by the Facilities Division and is under the control of the City Administrator. Access to all areas not designated separately for Police Department operations and storage are restricted. The City Administrator will determine what employees should have access to the facilities and the IT Department will prepare the necessary access badges for those employees so authorized.

The utilities and ground maintenance costs associated with this facility will be the responsibility of the Public Works Department/Facilities Division.

B. Audio/Visual & Computer Equipment

The primary purpose of the audio visual and computer equipment contained within the Public Safety Operations Center is for use by incident command to support emergency operations of the City of Bradenton. During periods of non-activation select audio visual and computer equipment may be used for training, community meetings or other events as deemed appropriate by the City Administrator or his/her designee. Due to the significant importance of the equipment, any such non-activation usage needs to be coordinated with the IT Department and/or the City Administration Department sufficiently in advance of any such usage to ensure an authorized employee is available to assist with the set up, security, and operation.

C. Reservations

Individuals wishing to reserve the Public Safety Operations Center must submit a calendar request via the Outlook Calendar under Rooms "PSOC". Once approval has been granted for the use of the facility, the person or Department responsible for use of the room during the reserved time period will be held accountable for ensuring compliance with all rules and procedures contained herein.

The layout of the Operations Command Room is to remain in its standard layout at all times unless express permission of the City Administrator or his/her designee has been obtained for moving of the tables and/or any equipment. Any audio visual or computer equipment relocation will need to be requested through the IT Department and handled only by IT Department personnel. Individuals reserving the room are responsible for contacting the IT Department to schedule set up and/or testing.

Individuals using the Public Safety Operations Center during non-activation periods are responsible to ensure that the facility is left in a clean and operationally ready state. At a minimum, this shall include:

- Returning the room to its standard layout;
- All audio visual, computer, and other equipment shall be inspected with a written checklist for working order, and turned off;
- All trash and other materials brought into the room removed;
- No parking of vehicles, vessels, trailers or equipment without the written permission from the City Administrator or his/her designee.



**CITY OF BRADENTON PUBLIC SAFETY
OPERATION CENTER USE AND OPERATING
POLICY**

D. Systems

The Facilities Division is responsible for the routine maintenance of all systems and equipment that deal with the functionality of the facility itself: (i.e. HVAC, electrical, plumbing, etc.). The Facilities Division will maintain a written “punch list” to be submitted to the City Administrator or his/her designee, for all systems under their control and will periodically, at least monthly, test all systems to ensure they continue to be operational at all times.

During hurricane season, June 1st through November 30th of each year, generator, transfer switch and electrical systems will be tested every two weeks with a written punch list submitted to the City Administrator and/or his designee.

The IT Department is responsible for all audio visual, computer and access systems of the facility. The IT Department will maintain a “punch list” for all systems under their control and will periodically, at least monthly, test all systems to ensure they continue to be operational at all times with a written punch list submitted to the City Administrator or his/her designee.

During hurricane season, June 1st through November 30th of each year, all systems within the IT Department’s responsibility, will be tested every two weeks with a written punch list submitted to the City Administrator and/or his designee.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Tamara Melton, Clerk
ITEM TYPE: Minutes
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Minutes from the December 11, 2024 City Council Workshop
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

SUGGESTED MOTION:

Motion to approve the minutes from the December 11, 2024 City Council workshop.

ATTACHMENTS:

[12-11-2024 City Council Workshop Minutes](#)

CITY OF BRADENTON
CITY COUNCIL WORKSHOP MINUTES
December 11, 2024
9:00 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 9:00 a.m. on Wednesday, December 11, 2024.

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

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

The Workshop was called to order by Mayor Gene Brown at 9:00 a.m.

Citizen Comment: None.

Discussion Topics:

a. Conveyance of "Avenue of the Arts" Property

Rob Perry, City Administrator, provided an overview of the history of the property. He explained the transaction would transition a long-term lease into fee ownership, which would subsequently result in the donation of portions of the property. He concluded that the matter would be brought forward at the December 18, 2024, City Council meeting.

There was a general discussion regarding the future of the property.

b. Wastewater Update

Mr. Perry said that there was a series of sewer breaks during the last hurricane season that were fairly large and costly. He said staff was researching how to improve the operations of the facility.

Councilwoman Gonzalez Moore requested a working plan of improvements. Mr. Perry offered to share his list of projects with City Council.

c. Storm Recovery Efforts

Mr. Perry discussed recovery initiatives and provided updates regarding the City's status following three significant storms. He outlined progresses made and the updates including:

- Storm Recovery Efforts: Progress and Updates
- Improving Bradenton's Infrastructure: Wastewater Updates
- Financial Recovery and Planning

Mayor Brown discussed the flooding caused by the storms, and suggested that the issues with the streets may be addressed without the need for reconstruction.

d. Solid Waste/Sanitation Update

Mr. Perry requested a study of solid waste and sanitation for overall productivity and cost.

Mayor Brown suggested bringing back curb side recycling and Vice Mayor Barnebey suggested a community survey about curb side recycling.

There was a discussion regarding curb side recycling and yard waste collection.

Mr. Perry estimated that a study may be brought back to City Council in 120 to 180 days.

New Business:

Christopher Lesser, Director of Manatee County Mosquito Control, explained the effects and spread of Dengue Fever. He wanted to reassure the public that the chemicals being sprayed to combat the spread have little to no side effects on humans or animals.

The City Council Workshop adjourned at 11:24 a.m.

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

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CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Tamara Melton, Clerk
ITEM TYPE: Minutes
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Minutes from the January 29, 2025 City Council Workshop
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

SUGGESTED MOTION:

Motion to approve the minutes from the January 29, 2025 City Council workshop.

ATTACHMENTS:

[01-29-2025 City Council Workshop Minutes](#)

CITY OF BRADENTON
CITY COUNCIL WORKSHOP MINUTES
January 29, 2025
9:00 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 9:00 a.m. on Wednesday, January 29, 2025.

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

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

The workshop was called to order by Mayor Gene Brown at 9:00 a.m.

Citizen Comment:

Ben Bakker, 114 22nd Street West, requested that Council revisit the Urban Agriculture code. He spoke about creating a completely organic micro-farm on his property. He said he was shocked to hear that hens were not allowed in City limits, unlike neighboring municipalities.

Sarah Johnston, 109 23rd Street West, urged Council not to change the code to allow chickens on residential property. She provided information regarding potential health risks from keeping chickens.

Discussion Topics:

a. Planning & Community Development: Discussion of Building Permit Fees

Scott Williams, Building Official, recommended that staff move forward with plans to make changes to building permit fees. He explained that the Building Department had been operating at a deficit of 18.9% for the past few years.

Mr. Williams explained that the current fee structure was adopted in 2014 and revisited again in 2018. He said in increases would help with operating expenses and to compete with the private sector, salaries could be adjusted.

Councilwoman Gonzalez Moore questioned if increasing fees at that time would be a good idea because of the potential of making the process more difficult for people to rebuild after the storms.

There was a discussion regarding making the permitting process more efficient and slowly adjusting fees.

b. Planning & Community Development: Presentation of Citywide Vision

Mayor Brown pulled the presentation from the agenda because he felt Council did not have enough time to fully review the Citywide Vision report from the vendor.

c. City Administration: Code of Ordinances Section 14-4. – Keeping live poultry; penalty for violation

Robin Singer, Planning & Community Development Director, announced that the City Code of Ordinances prohibited residents from keeping fowl at their property. She said that there were several communities that do allow fowl with stipulations such as no roosters, certain cage requirements, and so on. She said if changes were made to allow fowl, staff could create a process in which they could keep track and verify citizens were following the process on a yearly basis.

There was a discussion regarding current Code Enforcement complaints; requiring a permit to keep chickens; setbacks; following Manatee County's regulations; and possible fencing requirements.

Scott Rudacille, City Attorney, stated that he would bring forward an ordinance at a later date if Council was interested in amending the code.

City Administration: Face it & Fix it – Infrastructure

Mayor Brown announced that Manatee County was awarded a large grant and the City would also benefit from the funding. He recommended Council request a percentage of the funds as the grant funding could help repair infrastructure. Mr. Perry added the funding could be used to launch a wide range of projects.

Councilwoman Barnebey requested a report regarding streetlights that were not working in Ward 3. Lance Williams, Chief Operating Officer, explained that there would be changes to making the City aware of such issues. He said an application similar to Manatee County's 311 service would be used by residents connecting them with a customer service representative to oversee the process. He said the Customer Service Representative would follow the issue from beginning to end.

The City Council Workshop adjourned at 11:38 a.m.

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

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CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Tamara Melton, Clerk
ITEM TYPE: Minutes
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Minutes from the February 12, 2025 City Council Meeting
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

SUGGESTED MOTION:

Motion to approve the minutes from the February 12, 2025 City Council meeting.

ATTACHMENTS:

[02-12-2025 City Council Meeting Minutes](#)

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES

February 12, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, February 12, 2025.

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

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

Mayor Brown introduced the Mayor for the Day, Jabari Hector from Jessie P. Miller Elementary School.

The pre-meeting invocation was led by Pastor Don Sturiano, Kingdom Life Church.

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

Mayor Brown called the meeting to order at 8:36 a.m.

PROCLAMATIONS:

- a) Legislative: Black History Month

Suzie Copeland accepted the proclamation on behalf of the Manatee County National Association for the Advancement of Colored People (NAACP). Ms. Copeland expressed gratitude for the City recognizing February as Black History Month.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Kassy Brewer, Awareness and Advocacy Liaison for Selah Freedom, thanked the City for its letter of support for Selah Freedom. She explained the organization was dedicated to confronting the issue of sex trafficking and exploitation.

Sarah Johnston, 109 23rd Street West, voiced concerns with her neighbor keeping chickens.

Patrick Pnacek, 109 23rd Street West, also voiced concerns about their neighbor keeping chickens which violated the City's Code of Ordinances.

Andrea Knies, member of Friends of Manatee Village, expressed interest in purchasing the property at 1401 7th Avenue East once the City vacated the property. She explained that the acquisition of this

property would give Manatee Village Historical Park the entire block. She added that the property could be used as storage for historical artifacts and a meeting place for Manatee County historical boards.

Mayor Brown and Melanie Bevan, Police Chief, spoke about their support of Selah Freedom.

Regarding regulations pertaining to citizens raising chickens, Councilwoman Barnebey pointed out that it was critical that the Council perform due diligence before making any decisions.

CONSENT AGENDA:

- a) City Administration: Lease Modification & Extension Agreement between City of Bradenton and Spark Growth f/k/a Station 2 Innovation
- b) Clerk: Minutes from the December 18, 2024 City Council Meeting
- c) Clerk: Minutes from the January 8, 2025 City Council Meeting
- d) Clerk: Minutes from the January 22, 2025 City Council Meeting
- e) Event Review Committee: BAM! Fest
- f) Event Review Committee: Big Bill Foundation Father's Day 5K
- g) Event Review Committee: Mattison's Bike Nights Parking Spot Closures
- h) Fire: Opioid Settlement Expenditure
- i) Purchasing: Fifth Amendment to the Agreement between The City of Bradenton and Tyler Technologies, Inc. for SaaS and Related Services
- j) Legislative: Keep Manatee Beautiful Adopt-A-Road Agreement
- k) Police: Award Agreement C-R7225 for Residual/Elder Fraud Prevention Brochures
- l) Police: Opioid Settlement Expenditure
- m) Purchasing: Award for IFB 24-036NT Eastside Drainage Improvements
- n) Purchasing: Contract Extension of ITB-22-002KC with AJ General Construction Services, Inc.
- o) Purchasing: Contract Extension of ITB-22-002KC with C-Squared Certified General Contractor, Inc.
- p) Purchasing: First Contract Extension of RFP 23-010EJ with Stantec Consulting Services
- q) Purchasing: Second Contract Extension of PB-21-10KC with GML Coatings, LLC

Consent Agenda Item (j) was pulled from the agenda to be brought forward at a later date.

MOTION TO APPROVE CONSENT AGENDA ITEMS A-I AND K-Q was made by Vice Mayor Cramer and seconded by Councilwoman Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

Tamara Melton, City Clerk, administered the oath to anyone that wished to speak during the following public hearings.

- a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 25-02 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0003 TO PERMIT A CLUB (RECEPTION CENTER) FOR PROPERTY LOCATED AT 1720 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID NO 3370100004), IN THE UV URBAN VILLAGE ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning and Community Development Assistant Director, presented on Resolution 25-02 and explained the applicant was requesting to use the property as a club and reception venue. He said the property was currently being used as an office building.

Adam and Kathleen Lafavre, applicants, said the goal was to highlight the property on the waterfront and venues were in high demand. They explained overflow parking would be overseen by valet and asked permission to utilize the viewing dock behind the property.

Mr. DeLong explained that after review of the Land Use Regulations (LUR), the regulations did not list any uses that were similar to a Reception Center or Banquet Hall. Therefore, he continued, staff determined that the subject use most closely meet the definition of a "Club" due to the services being provided.

Mr. DeLong explained that staff could approve parking within 400 feet, however, the applicant had approval from the neighboring church to use their lot for overflow valet parking that was 750 feet away from the property. He said the Fire Department requested that one of the exit doors swing in the direction of egress and the Police Department had concerns about noise and parking.

Mr. DeLong concluded that the Planning Commission met on January 15, 2025, and unanimously voted for approval with the following stipulations:

- a) All events related to the club (reception center) shall occur between the hours of 6pm and 12am (midnight) on Monday through Friday and from 12pm (noon) till 12am (midnight) on Saturday and Sunday.
- b) A Change of Occupancy permit must be approved, work completed, and final inspections approved prior to using the interior space for events. Said permit shall be applied for within 30 days of the Special Use Permit approval.
- c) A "Right-Turn Only" sign shall be installed at the driveway exit of the property. A sign permit shall be obtained prior to installation of the subject sign. Said permit shall be applied for within 30 days of the Special Use Permit approval.
- d) Overflow parking shall not exceed a distance greater than 1,000 ft. from the 1720 Manatee Avenue West. Due to the lack of crosswalks in the vicinity of the subject use, all overflow parking shall be located on the north side of Manatee Avenue West.
- e) The reception center use shall be limited to a maximum of 27 attendees unless the applicant has in place an off-site parking agreement in a form acceptable to the City which provides for parking to accommodate additional attendees and has provided the City with a copy of same. Additional attendees shall be limited to three for every off-site parking space provided, up to a maximum of 150 total attendees or a number determined by the City of Bradenton Building Official and Fire Marshal based on building capacity, whichever is less.
- f) Onsite cooking/baking related to the subject use is prohibited unless the entire property is brought up to the latest building, fire and health codes and all applicable permits shall be issued prior to commencement of work.

Councilwoman Barnebey and Councilwoman Kocher voiced concerns about noise disrupting nearby residents.

Mr. Lafavre explained that tenant was operating the venue without his knowledge and he wanted to abide by the City's rules to remedy the situation.

Councilwoman Kocher inquired as to how the dock was installed without a permit. Mr. Lafavre explained that he installed a floating dock store his jet skis.

Councilwoman Barnebey give history of the building and was not in support of the venue or the proposed hours of operation.

Mr. Lafavre insisted on keeping the neighbors happy and would do whatever was needed to be compliant.

Councilwoman Gonzalez Moore announced she was the settlement agent for the property owner for other transactions, but they were not related to this property.

The public hearing was opened for those that wished to speak and no one came forward. The public hearing was closed.

There was a brief discussion regarding limiting the hours of operation from 6:00 p.m. to 10:00 p.m. Monday through Friday and from 12:00 p.m. to 10:00 p.m. on Saturday and Sunday.

The applicants approved the modifications to the operating hours.

MOTION TO APPROVE RESOLUTION 25-02 WITH THE STIPULATIONS RECOMMENDED BY STAFF AND TO MODIFY STIPULATION A TO "ALL EVENTS RELATED TO THE RECEPTION CENTER SHALL OCCUR BETWEEN THE HOURS OF 6:00 P.M. AND 10:00 P.M. ON MONDAY THROUGH FRIDAY AND FROM 12:00 P.M. UNTIL 10:00 P.M. ON SATURDAY AND SUNDAY." was made by Vice Mayor Cramer and seconded by Councilwoman Gonzalez Moore. The motion passed 4-1. Councilwoman Barnebey voted no.

g) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 25-03 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0004 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 406 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3319400002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong announced the applicant applied for a special use permit to operate a sidewalk café at 406 12th Street West. Mr. DeLong concluded that the Planning Commission met on January 15, 2025, and unanimously voted for approval with the following stipulations:

- a) The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
- b) Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
- c) No more than 2-benches may remain on the sidewalk when the business is closed. The items shall be placed adjacent to the building unit.
- d) Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
- e) The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.

- f) Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
- g) Any future increase in seating for the sidewalk café area shall be approved by City Council.

Robert Woodring, owner of the Lost Kangaroo Pub and applicant, requested to leave the two wooden benches outside when the business was closed.

The public hearing was opened for those that wished to speak and no one came forward. The public hearing was closed.

MOTION TO APPROVE RESOLUTION 25-03 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Vice Mayor Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

The meeting was recessed at 9:59 a.m. and reconvened at 10:06 a.m.

Scott Rudacille, City Attorney explained that the only item requiring any action today was for approval or denial to send Ordinance 4035 to the state for review.

Vice Mayor Cramer said as a resident of Point Pleasant, he had been asked by residents about the matter and he explained that he could not discuss anything with them as this was quasi-judicial.

- h) Planning & Community Development: Ordinance 4035 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, OBJECTIVE 1.5.2, HURRICANE EVACUATION ZONE; AMENDING THE COASTAL MANAGEMENT AND CONSERVATION ELEMENT, OBJECTIVE 5.3, COASTAL AREA DEVELOPMENT, POLICY 5.3.1, COASTAL HIGH HAZARD AREA AND POLICY 5.3.2, CONSERVATION ZONE; ADDING A NEW POLICY 5.3.1.1 AND POLICY 5.3.1.2 TO THE COASTAL MANAGEMENT AND CONSERVATION ELEMENT RELATED TO COMPREHENSIVE PLAN AMENDMENTS WITHIN THE COASTAL HIGH HAZARD AREA; AMENDING THE COASTAL MANAGEMENT AND CONSERVATION ELEMENT, POLICY 6.2.1, COASTAL DENSITY AND INTENSITY, AND POLICY 6.2.5, PRIORITY HURRICANE EVACUATION ZONES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- i) Planning & Community Development: ORDINANCE 4036 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AMENDMENT TO THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP; CHANGING THE FUTURE LAND USE DESIGNATION FROM HIGH DENSITY RESIDENTIAL TO URBAN CENTRAL BUSINESS DISTRICT FOR PROPERTIES TOTTALLING APPROXIMATELY 15.9 ACRES GENERALLY LOCATED WEST OF 15TH STREET WEST, NORTH OF MANATEE AVENUE WEST AND BOUNDED BY WARES CREEK AND THE MANATEE RIVER (PARCEL ID # 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3335100059, 3340910052, 3339500109, 3339000006, 3338800000) AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED "EXHIBIT A"; SUBJECT TO A BINDING DEVELOPMENT/MITIGATION PLAN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

j) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4037 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T4-O (GENERAL URBAN – OPEN) and T4-R (GENERAL URBAN – RESTRICTED) TO T-5 (URBAN CENTER) FOR PROPERTY TOTALLING APPROXIMATELY 15.9 ACRES GENERALLY LOCATED WEST OF 15TH STREET WEST, NORTH OF MANATEE AVENUE WEST, AND BOUNDED BY WARES CREEK AND THE MANATEE RIVER (PARCEL ID#s 3346800000, 3346600004, 3373700008, 3373500002, 3373300007, 3352500109, 3337900059, 3340600158, 3338800000, 3340910052, 3335100059), AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Robin Singer, Director of Planning & Community Development, explained that the applicant submitted a request for text amendments to the Comprehensive Plan. She added that the requests were directly related to the regulation of properties within the Coastal High Hazard Area (CHHA) and if approved, would allow Comprehensive Plan amendments that would increase density in the CHHA.

Patricia Petruff with Dye Harrison Knowles Kirkland Pratt and DePaola, provided a history about Westminster Point Pleasant. She announced the applicant wanted to bring this matter to Council since August of 2021. The purpose of the application, she continued, was to amend certain elements of the Comprehensive Plan to ensure consistency with Section 163.3178(8), Florida Statutes, regarding development of properties that are located in the Coastal High Hazard Area.

Hank Keith, Chief Financial Officer of Westminster Communities of Florida, also provided a history of the community and then spoke about future projects.

Katie LaBarr, Project Planner with Stantec, provided a history of the project and explained the application was site-specific to rezone property from T4-O and T-4R to Urban Center, for a unified zoning category.

Attorney Petruff respectfully requested the approval of the application and said the applicant was looking for a path forward for an older building to be brought up to today's standards. She said the applicant was willing to make a large commitment for funding the project.

There was a discussion regarding aged infrastructure and the City's liability should the owners not be able to rebuild the structure at the current capacity.

Councilwoman Gonzalez Moore noted that Ordinance 4035 was not property specific, and the change would be City wide.

Attorney Petruff announced a petition in favor of the change was sent via e-mail to Council.

Ms. Singer presented information about the Ordinance 4035, which included depictions of where the Coastal High Hazard Areas were located, evacuation zones, and Florida Statute 163.3178(8) pertaining to comprehensive plan amendments. She explained that these changes were city-wide and that other properties may benefit from this change. Ms. Singer announced that the Planning Commission voted 4-0 in support. If approved, Ordinance 4035 would be transmitted to the state and brought back for a second reading.

Ms. Singer presented information about Ordinance 4036, which would change the Future Land Use Designation from High Density Residential to Urban Central Business District. She said currently the property was licensed for a maximum capacity of 480 beds and the applicant requested to increase the capacity to 537 beds. She said if Ordinance 4035 was approved by the State of Florida, Ordinance 4036 would be brought back to Council for second reading at the same time. She concluded that Planning Commission vote resulted in a tie, therefore there was not a recommendation from the Planning Commission.

Ms. Singer presented information about the Ordinance 4037, which would rezone properties from T4-R and T4-O (General Urban Open) to T-5 (Urban Center). She said there was rezoning criterion that would need to be considered and that compatibility was the biggest issue with the three applications. She concluded that Planning Commission vote resulted in a tie, therefore there was not a recommendation from the Planning Commission.

The meeting was recessed at 11:24 a.m. and reconvened at 1:09 p.m.

The public hearing was opened and those that wished to speak were invited to the podium.

Those that spoke in favor of the matter:

Carl Callahan, 114 25th Street West

Terry Carr, 6035 Worsham Lane, Unit 104

Margaret Moyer, 222 12th Street West, Unit 210

Allan McKay, 2204 16th Street Court West

Jim Polaski, 5304 Bay State Road, Palmetto

Bill Hull, 121 56th Avenue South, St. Petersburg

Lee Kromparf, 1523 4th Avenue West

Kevin Life, 222 12th Street West

George Claxton, 1700 3rd Avenue West

Constance Hill, Bradenton

Those that spoke in opposition of the matter:

Donna Mathias, 1600 1st Avenue West, Unit 501

Jonathan Chalker, 104 15th Street West

Mark Mahoney, 1650 1st Avenue West, Unit 108

Mike Carter, 1618 1st Avenue West

Sandra Lott, 1600 1st Avenue West

Laura Hillier, 2203 18th Street West

Todd Lott, 1600 1st Avenue West

Susan Miller Kelly, 2412 45th Court West

Glenn Compton, 419 Rubens Drive, Nokomis

Charles Wowak, 1549 1st Avenue West

William Miller, Bradenton

The public hearing was closed.

The meeting was recessed at 1:57 p.m. and reconvened at 2:45 p.m.

Attorney Petruff said she understood concerns from the residents regarding construction and then spoke about how new construction would be less disruptive than past developments.

Ms. LaBarr explained that form-based code must be abided by during each phase of development and a traffic analysis would be conducted at appropriate time.

Mr. Perry explained that the residents' concerns about infrastructure and traffic would be addressed during the Site Improvement Plan (SIP) process.

Councilwoman Gonzalez Moore voiced concerns about the zoning change because it would be city-wide and particularly considering following the recent hurricane damage.

MOTION TO AUTHORIZE STAFF TO TRANSMIT ORDINANCE 4035 TO THE STATE OF FLORIDA FOR REVIEW was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 5-0.

The meeting was recessed at 3:37 p.m. and reconvened at 3:42 p.m.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:

- a) Planning & Community Development: Discussion of an Amendment to the Promenade at Riverwalk PDP

Ms. Singer explained the amendment was minor and could be approved administratively. However, she continued, she wanted to make Council aware of the changes.

There was a discussion regarding office space and mixed-use development.

Ron Allen, Chief Executive Officer of NDC Construction, provided a history of the project and explained the difficulties associated with building mixed-use projects.

- b) City Administration: 2024 Storm Operations, Assessment, and Budget Status and Resolution 25-23 – Revised Emergency Operations and Pay Policy

Mr. Perry presented a briefing on storm operations assessment and a revised Emergency Pay Policy. He explained that there were four phases to emergency management that involve preparation, protection, mitigation, response and recovery. He said that preparation for storms begin three to five days prior to landfall. Once staff was fully activated, he continued, staff works 12 hours shifts for two to three days and then staff would begin the recovery phase.

Mr. Perry explained that prior to 2021, a few City staff operated at Manatee County Emergency Operations Center (EOC) during storms. He was proud to announce that staff now operates at the City's Public Safety Operations Center (PSOC). He then provided a breakdown of essential personnel and spoke about the intricate details of operations during storms.

Mr. Perry provided examples of surrounding communities emergency operations and they all had a dedicated emergency management department that worked all year. He said the City's staff were on demand during a storm and that the City did not have a dedicated emergency management department.

Mayor Brown provided a history of how the City operated in the past during storm seasons and spoke about how delayed the processes were.

Tim Geer, Fire Chief, spoke about how organized and effective staff had been during that last hurricane season.

Councilwoman Barnebey spoke about past operations where all direction came Manatee County staff and felt the City's new operations worked so much better.

Councilwoman Coachman said she had no doubt that staff working out of PSOC during a storm worked better than how response and recovery was handled in the past.

Mr. Perry said that staff was trained in emergency management year-round with no extra pay. He explained that the revised policy removed the time and one-half premium pay for staff who made \$120,000 or more when they were otherwise eligible for emergency pay. He said the revised policy was reviewed by the Florida Department of Emergency Management (FDEM) and the City's labor attorney.

Councilwoman Gonzalez Moore voiced concerns about emergency pay reimbursement from the Federal Emergency Management Agency (FEMA) and requested that the City's labor attorney attend a future City Council meeting to answer questions.

There was a discussion regarding emergency pay reimbursement, emergency pay while sequestered at PSOC, and requesting that the City's labor attorney attend a future meeting before approving revisions to the policy.

Chief Geer announced that three different reviewers from FEMA reviewed the policy as well as staff from FDEM and there were not any objections to the policy.

c) City Administration: Emergency Procurement Report

Mr. Perry announced there were roof replacements on City buildings, a fire protection system for the day dock, fence repairs, and street sign replacements. He concluded that these repairs were related to storm damage.

d) City Administration: Removal of Soofa On-Street Digital Media Signs

Mr. Perry recommended discontinuing the service and removing the signs due to antiquated technology.

MOTION TO AUTHORIZE STAFF TO DIRECT SOOFA TO REMOVE THE THREE ON-STREET DIGITAL MEDIA SIGNS AND DISCONTINUE SERVICE was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher voiced concerns with the Metro Bus benches and Attorney Rudacille said that there was pending litigation.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman was pleased to announce that there was street paving happening in Ward 5 and then wished everyone a happy Valentines Day.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey extended her condolences to the families of David Bishop and Judge Thomas Gallen, due to their recent passing.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore said she appreciated staff for all they do.

Vice Mayor and Councilman Ward III Josh Cramer: Vice Mayor Cramer announced that Travis Williams spoke at a luncheon that day and said the Bradenton community had a “we not me attitude” and that resonated with him. He explained that the decisions Council had to make were for the whole community and not just one neighborhood.

Mayor Gene Brown: Mayor Brown was impressed with Council being so engaged with the community during the public hearings. He thanked citizens for their engagement that day.

Mayor Brown announced that the Pirates Block Party was scheduled for February 15, 2025, and the Bradenton Area River Regatta was scheduled for February 21, 2025.

Mayor Brown requested that Irvin Lee, Public Works and Utilities Director, send Council updated list of street paving being done throughout the City.

Mayor Brown requested that a four-way stop be installed at 13th Avenue West and 12th Street West in the Village of the Arts neighborhood. He voiced concerns about traffic and pedestrian safety.

Councilwoman Barnebey also felt that intersection was dangerous to pedestrians and Vice Mayor Cramer agreed.

MOTION TO INSTALL A FOUR-WAY STOP INTERSECTION AT THE INTERSECTION OF 13TH AVENUE WEST AND 12TH STREET WEST TO INCLUDE THE DRIVEWAY OF THE CITY AND CRA PARKING LOT was made by Vice Mayor Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

DEPARTMENT HEAD REPORTS: None.

The meeting was adjourned by Mayor Gene Brown at 5:35 p.m.

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Tamara Melton, Clerk
ITEM TYPE: Minutes
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Minutes from the February 26, 2025 City Council Meeting
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

SUGGESTED MOTION:

Motion to approve the minutes from the February 26, 2025 City Council meeting.

ATTACHMENTS:

[02-26-2025 City Council Meeting Minutes](#)

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES

February 26, 2025
10:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 10:30 a.m. on Wednesday, February 26, 2025.

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

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

The pre-meeting invocation was led by Father Mike Brady, Grace Episcopal Church.

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

Mayor Brown called the meeting to order at 10:33 a.m.

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Bill Sanders, 2502 Riverside Drive, gave comments that were personal in nature towards Mayor Brown and did not pertain to City business.

CONSENT AGENDA:

- a) Clerk: Minutes from the January 6, 2025 City Council Special Meeting
- b) Event Review Committee: Fire Charity Fishing Tournament
- c) Information Technology: Microsoft Licensing Enterprise Agreement
- d) Legislative: Resolution 25-31 - Tree and Land Preservation Board Reappointment
- e) Public Works & Utilities: Amendment 1 to Agreement 24PLN41 with the Florida Department of Environmental Protection (FDEP) for the City's Resiliency Adaptation Plan
- f) Public Works & Utilities: Florida Department of Environmental Protection (FDEP) Grant Agreement L0009 for Stormwater Improvements
- g) Public Works & Utilities: Village of the Arts Drainage Improvements Change
- h) Public Works & Utilities: Water Reclamation Facility (WRF) Disc Filter Installation Proposal
- i) Purchasing: Fifth Extension of Contract IFB 20-02RW with Wilhelm Brothers, Inc.
- j) Purchasing: First Contract Extension of PB-23-030NT with the Toro Company
- k) Purchasing: Master Services Agreement with Bank of America for Credit Card Processing Services

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

Tamara Melton, City Clerk, administered the oath to anyone that wished to speak during the following public hearing.

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 25-25 - PUBLIC HEARING

Jamie Schindewolf, Senior Planner, explained that the applicant was seeking approval of a Special Use Permit for a medical clinic for the property located at 509 9th Street West. She said the subject property where the building was located was zoned T-5 (Urban Center), with a future land use of UV (Urban Village).

Ms. Schindewolf announced that the building had retail and restaurant facilities within other units. She said the applicant proposed a medical clinic, specifically for a urology office in the building, and medical clinics were listed as a Special Use in the Form Based Code. Ms. Schindewolf concluded that staff found the building was compatible with standards; lighting and signage would be reviewed by staff; and the Planning Commission voted unanimously for approval.

Rob Perry, City Administrator, inquired if the Special Use would run in perpetuity with the land or if the use would end should the business move. Ms. Schindewolf confirmed that the Special Use would run in perpetuity with the land as long as conditions were met. He inquired about the type of business that could operate there, should the urology office move. Scott Rudacille, City Attorney, explained that the medical clinic use was fairly wide use category. He said if it was Council's desire to limit the use to a urology clinic, a stipulation could be fashioned stating that the use would be limited to a specific medical office.

Mayor Brown and Councilwoman Barnebey voiced concerns about striping and adequate parking for the businesses in the building. Robin Singer, Community and Development Director, said if Council had concerns about parking, special conditions could be added as a stipulation.

Dr. Allen Miller, Urologist with Urology Partners of Manatee, spoke about his credentials and history of the practice.

Councilwoman Gonzalez Moore announced she had represented Urology Partners of Manatee in the past and she was unaware that Dr. Miller would be advocating for the Special Use. Attorney Rudacille recommended that she abstain from voting on the matter out an abundance of caution.

Councilwoman Barnebey spoke on the history of the building and requested that any signage match the ambiance of the building. Dr. Miller said there would be professional signage that was in line with code requirements.

Councilman Cramer inquired about the need for handicapped parking. Dr. Miller estimated that only 20 to 30 percent of patients would need handicapped parking and did not foresee there would be any issues.

Mr. Perry asked if the owner of the property would have any issues with a stipulation that the use be designated as a urology practice. Chris McKenna, owner of the property, said he had no objection to

the stipulation and in relation to parking concerns, he stated that the parking lot was in the process of being restriped.

Attorney Rudacille requested that staff clearly define in the resolution where the office is located within the building.

After discussion about stipulations, Attorney Rudacille requested a brief recess to revise the stipulations in Resolution 25-25.

The public hearing was opened for those that wished to speak and no one came forward. The public hearing was then closed.

The meeting was recessed at 11:10 a.m. and reconvened at 11:21 a.m.

Attorney Rudacille said the following stipulations were added to the resolution: the approved use shall be limited to a medical office for a urology practice; the approved use shall be limited to a the approximately 2200 square foot unit at the southwest corner of the building; and paving and striping for the existing parking area shall be brought up to current code standards. Mr. McKenna agreed to stipulations.

MOTION TO APPROVE RESOLUTION 25-25 WITH THE STIPULATIONS THAT THE APPROVED USE SHALL BE LIMITED TO A MEDICAL OFFICE FOR A UROLOGY PRACTICE; THE APPROVED USE SHALL BE LIMITED TO THE APPROXIMATELY 2200 SQUARE FOOT UNIT AT THE SOUTHWEST CORNER OF THE BUILDING; AND PAVING AND STRIPING FOR THE EXISTING PARKING AREA SHALL BE BROUGHT UP TO CURRENT CODE STANDARDS was made by Councilwoman Coachman and seconded by Vice Mayor Cramer. The motion passed 4-0. Councilwoman Gonzalez Moore abstained from voting due to a possible conflict.

b) Planning & Community Development: Form Based Code Appeal PLN-APL-24-0001 - PUBLIC HEARING

Ms. Singer announced that the petitioners were appealing the denial of a Form Based Code adjustment to allow a five-to-six-foot fence in the primary and secondary frontages of the and to allow the fence to extend into the corner site visibility triangle for the property located at 1011 21st Ave West.

Ms. Singer said currently, the fencing height and gate around property are not allowed per code. She concluded that the security of the property was a concern on the homeowner and City.

Catarina and Rosanna Cordoba, homeowners, presented the case history and voiced security concerns around their property.

There was a discussion regarding public safety concerns because the fence blocked the visibility triangle.

Councilwoman Kocher offered an opportunity for the Community Redevelopment Agency (CRA) to assist in completing new fencing because the permit for the fence was never issued.

Ms. Singer said staff was willing to work with homeowner to modify the heights and remove the fencing for the visibility triangle. She added that the applicant could withdrawal the appeal if an

agreement was made with staff. If not, she continued, the applicant could come back to Council with the appeal.

Public Hearing was opened for those that wished to speak and no one came forward.

MOTION TO CONTINUE THE PUBLIC HEARING UNTIL THE MARCH 26, 2025, CITY COUNCIL MEETING was made by Councilwoman Barnebey and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:

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

Mr. Perry announced the owner of Stoked Flamingo indicated he would not be renewing the lease for his retail space in the City Centre Garage. Amy Fleece with Pink and Navy submitted a proposal to expand her business to take over the available space.

MOTION TO APPROVE THE PROPOSAL BY AMY FLEECE FOR RENTAL OF AN ADDITIONAL CITY CENTRE GARAGE RETAIL SPACE was made by Vice Mayor Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

COUNCIL REPORTS:

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey said she attended several neighborhood meetings and said some residents were frustrated about certain projects taking longer than promised.

Vice Mayor and Councilman Ward III Josh Cramer: Vice Mayor Cramer was pleased that the Bradenton Area River Regatta was such a success.

Vice Mayor Cramer thanked Pat Haggerty and the Pittsburgh Pirates for the customized name plates to celebrate spring training. He then said he enjoyed the LECOM Park Improvements Dedication Ceremony on February 18, 2025.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore wanted to revisit the visioning process and wanted to include Manatee County Commissioners in the discussion.

Councilwoman Gonzalez Moore announced that the drains in Ward 4 had storm debris again and are clogged up. She then thanked whoever tidied up Lift Station 13.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman enjoyed attending the joint Work Session with the Board of County Commissioners and felt encouraged when two governments worked together.

Councilwoman Coachman was pleased to announce that there was a lot of good things happening in Ward 5 such as the street paving.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher: Councilwoman Kocher also spoke highly about the Regatta and thanked all City staff that was involved in making the event such a success.

Councilwoman Kocher encouraged everyone to experience a spring training game and appreciated the opportunity to meet with the Manatee County Board of County Commissioners.

Mayor Gene Brown: Mayor Brown also spoke about the success of the highly about the Regatta and said the next Regatta was scheduled for February 21, 2026. He spoke about the dedication at LECOM Park and looked forward to the development of City Park.

Mayor Brown requested an update on the Lift Station on 27th Street East. Mr. Perry explained that the station handled a great deal of flow and needed improvements. He said and staff was in the process of completely rehabilitating the station. Mayor Brown noted that Council and staff were working with federal and state agencies to procure grant funding to update aged infrastructure.

DEPARTMENT HEAD REPORTS:

Melanie Beven, Police Chief, announced there was a grand opening for the Law Enforcement Training Facility on February 25, 2025. She thanked everyone that could attend and said other agencies in the area wanted to know when the facility would be open for business.

Chief Bevan thanked Council for their kudos to staff that worked the Regatta. She felt officers did a great job keeping everyone safe.

The meeting was adjourned by Mayor Gene Brown at 1:17 p.m.

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Tamara Melton, Clerk
ITEM TYPE: Minutes
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Minutes from the March 12, 2025 City Council Meeting
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

SUGGESTED MOTION:

Motion to approve the minutes from the March 12, 2025 City Council meeting.

ATTACHMENTS:

[03-12-2025 City Council Meeting Minutes](#)

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES

March 12, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, March 12, 2025.

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

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

Councilwoman Ward II Marianne Barnebey was excused.

The pre-meeting invocation was led by Pastor Bruce Bragg with Manatee Lacrosse.

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

Mayor Brown called the meeting to order at 8:34 a.m.

PROCLAMATIONS:

- a) Legislative: Government Finance Professionals' Week

Heidi Warnemunde, Assistant Finance Director, accepted the proclamation and Lance Williams, Chief Operating Officer, spoke highly about staff in the Finance Department.

In turn, Council thanked Finance staff for their dedication and hard work.

- b) Legislative: Sunshine Week

William Ackles, Records Management Liaison Officer, and Marivel Hernandez, Records Clerk, accepted the proclamation and thanked Council for all of their support.

In turn, the Mayor and Council thanked Mr. Ackles for his dedication to the City and providing transparency to residents.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Patrick Pnacek, 109 23rd Street West, implored Council to not approve Ordinance 4058, which would allow residents to keep chickens at their property.

CONSENT AGENDA:

- a) Administrative Services: Resolution 25-18 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
- b) Administrative Services: Resolution Number 25-26 - Signature Authority for the Housing and Community Development Manager
- c) Administrative Services: Resolution Number 25-27 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
- d) Administrative Services: Resolution Number 25-28 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
- e) Administrative Services: Resolution Number 25-32 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
- f) Administrative Services: Resolution Number 25-33 - Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
- g) Clerk: Resolution 25-35 - Joint Work Session with the Manatee County Commission
- h) Event Review Committee: DeSoto Grand Parade 5K
- i) Information Technology: Sarasota County Hosting and Technology Services Agreement Renewal
- j) Legislative: Resolution 25-30 - Affordable Housing Advisory Committee Reappointment
- k) Planning & Community Development: Request for Expenditure of Tree Mitigation Funds
- l) Police: Forfeiture Funds Expense Request
- m) Police: Memorandum of Agreement (MOA) 287(g) Task Force Model with the United States Immigration and Customs Enforcement (ICE)
- n) Public Works & Utilities: Florida Department of Environmental Protection (FDEP) State Revolving Fund Amendment 1 to Loan Agreement WW41030A0
- o) Public Works & Utilities: Lift Station 49 Generator Replacement in Palma Sola Trace
- p) Public Works & Utilities: Purchase Approval for two 2025 Peterbilt 520 Labrie Automated Side Loaders
- q) Public Works & Utilities: Resolution 25-34 - Signature Authority for a Construction Agreement with the Florida Department of Transportation (FDOT)
- r) Purchasing: Agreement for Professional Services for Architectural and Engineering Services for LECOM Park with Fawley Bryant Architects, Inc.
- s) Purchasing: Contract IFB 24-036NT with Ferreira Construction Co., Inc.

MOTION TO APPROVE THE CONSENT AGENDA was made by Councilwoman Kocher and seconded by Vice Mayor Cramer. The motion passed 4-0. Councilwoman Barnebey was excused.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

- a) Planning & Community Development: **Quasi-Judicial:** Resolution 25-24 - PUBLIC HEARING

Greg DeLong, Planning and Community Development Assistant Director, explained that the applicant submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 316 12th Street West. He presented a summary of the proposed request.

Mr. DeLong concluded that Planning Commission met on February 19, 2025, and recommended approval of Resolution 25-24, Case PLN-SUP-24-0007 with the following stipulations:

- 1) The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
- 2) Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.

- 3) No more than 2-tables may remain on the sidewalk when the business is closed. The items shall be placed adjacent to the building unit and locked together.
- 4) Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
- 5) The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
- 6) Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
- 7) Any future increase in seating for the sidewalk café area shall be approved by City Council.

Joshua Hatch, owner of Jaxx Wing Co., said the outside seating would not be utilized all of the time, just mainly during public events.

The public hearing was opened for those that wished to speak and no one came forward. The public hearing was then closed.

MOTION TO APPROVE RESOLUTION 25-24 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Vice Mayor Cramer and seconded by Councilwoman Coachman. The motion passed 4-0. Councilwoman Barnebey was excused.

8) Planning & Community Development: ORDINANCE 4058 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for March 26, 2025.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:

a) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, explained that there were several repairs completed since the February 26, 2025, City Council meeting. He said generally speaking, reimbursement for those costs would be from the City's insurance company and Federal Emergency Management Agency (FEMA). He explained that repairs were made to Clarifier Number Three, lift stations pump purchases, and roof repairs to City buildings.

Councilwoman Gonzalez Moore request a presentation at a future City Council meeting regarding how the City was preparing for the upcoming hurricane season. Mayor Brown announced that workshops would be scheduled for April and May.

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

Mr. Perry explained that the property located at 504 9th Avenue West has a history of annual flooding from Lift Station 17, which was a master lift station. He added the property had flooded multiple times

in the last five years. After negotiating with the owner of the property, they agreed to sell the property for \$290,000.

Councilwoman Coachman provided a brief history of the property and the family. She was pleased that staff and the family could come to an agreement.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EFFECTUATE THE SETTLEMENT OF CLAIM AND PURCHASE THE PROPERTY LOCATED AT 504 9TH AVENUE WEST FOR THE AMOUNT OF \$290,000.00 AND TO EXECUTE THE SETTLEMENT AND TRANSACTIONAL DOCUMENTS ASSOCIATED THEREWITH was made by Councilwoman Coachman and seconded by Vice Mayor Cramer. The motion passed 4-0. Councilwoman Barnebey was excused.

COUNCIL REPORTS:

Councilwoman Ward V Pam Coachman: Councilwoman Coachman announced the Angola Festival was rescheduled to March 15 and 16, 2025.

Councilwoman Coachman reiterated her appreciation that staff and the family that owned the property at 504 9th Avenue West were able to agree on a sale price.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher: Councilwoman Kocher thanked Public Works for finding a location for the recycle bins on the west side of town and encouraged everyone to attend a spring training game.

Vice Mayor and Councilman Ward III Josh Cramer: Vice Mayor Cramer reminded everyone that the next week was spring break for Manatee County schools and to be mindful of children playing.

Vice Mayor Cramer wished Councilwoman Gonzalez Moore a happy birthday.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore was pleased to announce she would have a tour at the Wastewater Treatment Facility and gave kudos to Scott Williams, Building Official, for all his help with residents following hurricane season.

Councilwoman Gonzalez Moore inquired if there was adequate signage for the school speed zone cameras because residents had reached out to her. Mayor Brown replied that additional signage was installed and he cautioned drivers to adhere to the speed limit because violations were only issued to those going 11 miles per hour or more over the speed limit.

Chief Bevan announced that data collected from the cameras were analyzed every week and she believed the cameras were behavior modifiers to reduce speeding in the City.

Mayor Gene Brown: Mayor Brown thanked staff for all they have done during the past hurricane season and he was hopeful that the City would be well prepared for the next season.

DEPARTMENT HEAD REPORTS:

The meeting was adjourned by Mayor Gene Brown at 9:57 a.m.

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

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Resolution
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Resolution 25-43 - Planning Commission Appointment
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

A resolution appointing Jason "J.B." Taylor to the Planning Commission and defining his term.

SUGGESTED MOTION:

Motion to approve Resolution 25-43.

ATTACHMENTS:

[Resolution 25-43](#)

RESOLUTION NUMBER 25-43

A RESOLUTION APPOINTING **JASON "J.B." TAYLOR** TO THE **PLANNING COMMISSION** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

JASON "J.B." TAYLOR for a term to expire April 2027.

(Mr. Taylor will replace Richard Beford and fulfill the remainder of his term.)

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

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Resolution
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Resolution 25-42 - Tree and Land Preservation Board Reappointment
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

A resolution reappointing Ed Dean to the Tree and Land Preservation Board and defining his term.

SUGGESTED MOTION:

Motion to approve Resolution 25-42.

ATTACHMENTS:

[Resolution 25-42](#)

RESOLUTION NUMBER 25-42

A RESOLUTION REAPPOINTING **ED DEAN** TO THE **TREE AND LAND PRESERVATION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

ED DEAN for a term to expire February 2028.

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

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Resolution
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Resolution 25-44 - Architectural Review Board Appointment
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

A resolution appointing Jason "J.B." Taylor to the Architectural Review Board and defining his term.

SUGGESTED MOTION:

Motion to approve Resolution 25-44.

ATTACHMENTS:

[Resolution 25-44](#)

RESOLUTION NUMBER 25-44

A RESOLUTION APPOINTING **JASON "J.B." TAYLOR** TO THE **ARCHITECTURAL REVIEW BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

JASON "J.B." TAYLOR for a term to expire August 2027.

(Mr. Taylor will replace Kurt Landefeld and fulfill the remainder of his term.)

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

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
City Attorney

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Jean Totti, Public Works & Utilities
ITEM TYPE: Resolution
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Change Order #1 to NDC Construction for the Bradenton Police Headquarters Construction Project
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Change Order #1 to NDC for the contract Deduct amount of (\$699,498.63) includes additional items totaling \$733,829.95 and tax savings deductions of \$1,433,328.58.

Additional work included in the \$733,829.95 includes Revision #1 of construction drawings after permit submission and review; additional cost of CAT generator to provide uniformity in generator brands owned and maintained by the city; unforeseen demo of materials found underground; payment to FPL for relocation of light poles in project perimeter; and material testing during construction for quality assurance.

The savings resulted from tax savings in direct purchases of concrete, rebar and sheet piling.

FINANCIAL IMPACT:

The change order will reduce the contract amount with NDC Construction by \$699,498.63 for a new contract amount of \$33,205,308.26.

SUGGESTED MOTION:

Motion to approve Change Order #1 for the Bradenton Police Headquarters Construction Project.

ATTACHMENTS:

[Change Order #1](#)



AIA Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Bradenton Police Department Headquarters 705 3rd Street West Bradenton, FL 34205	CONTRACT INFORMATION: Contract For: General Construction Date: 07/24/2024	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 02/14/2025
OWNER: <i>(Name and address)</i> City of Bradenton 101 Old Main Street Bradenton, FL 34205	ARCHITECT: <i>(Name and address)</i> AECOM 7650 West Courtney Campbell Causeway Ste. 700 Tampa, FL 33607	CONTRACTOR: <i>(Name and address)</i> NDC Construction Company 1001 Third Avenue West Ste. 600 Bradenton, FL 34205

THE CONTRACT IS CHANGED AS FOLLOWS:


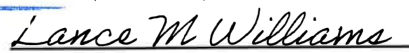
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See OCO No. 01 attachment dated 02/14/2025 for a description of added or changed scopes of work per revised drawings and Owners Request.

The original Contract Sum was	\$ 33,904,806.89
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 33,904,806.89
The Contract Sum will be decreased by this Change Order in the amount of	\$ 699,498.63
The new Contract Sum including this Change Order will be	\$ 33,205,308.26
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

AECOM ARCHITECT <i>(Firm name)</i>	NDC Construction Company  SIGNATURE	City of Bradenton OWNER <i>(Firm name)</i>  SIGNATURE
PRINTED NAME AND TITLE	Adam Phillips, Vice President PRINTED NAME AND TITLE	Lance Williams, COO PRINTED NAME AND TITLE
DATE	2/14/2025 DATE	03/17/2025 DATE

**Bradenton Police Department Headquarters
 Owner Change Order #01 Attachment
 02/14/2025**

CR	Description	Amount
19	Revision 1 Drawings	\$354,638.11
20	Generator	\$268,639.38
21	Unforeseen Demo	\$7,817.11
24	Fence VE	\$0.00
27	FPL Relocation	\$28,886.25
31	Material Testing	\$73,849.10
32.1	Concrete PO	(\$896,220.00)
33.1	Rebar PO	(\$491,105.00)
34.1	Sheet Piling PO	(\$46,003.58)
	TOTAL	(\$699,498.63)

Greg Hodge

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Friday, February 14, 2025 8:36 AM
To: Chris Gray; Greg Hodge
Cc: Madison Bittner
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Chris,

We will include all of them (9) as mentioned below. Except that you can leave out the CR24 for the fence if you'd like. It has no effect on the math outcome.

Signed CR's

CR 20 – Generator - \$268,639.38

CR 21 – Unforeseen Demo - \$7,817.11

CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)

CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's

CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)

CR 31 – Material Testing - \$73,849.10

CR32.1 – Concrete PO – (\$896,220.00)

CR33.1 – Rebar PO – (\$491,105.00)

CR 34.1 – Sheet Piling PO – (\$46,003.58)

DEDUCT CO for (\$699, 498.63)----- (1,433,328.58) + \$733,829.95= (\$699, 498.63).

Thank you.

From: Chris Gray <christopher@ndcconstruction.com>
Sent: Friday, February 14, 2025 8:16 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Greg Hodge <gregh@ndcconstruction.com>
Cc: Madison Bittner <madisonb@ndcconstruction.com>
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

We can work with that based on your direction below of which CRs to include.

Greg – This isn't an AIA Agreement, so I assume the City will want to use their standard form for a CO. It's a few pages down in the attached. I don't have it in excel...

Thanks,

Chris Gray, Vice President



NDC Construction Company

1001 Third Avenue West, Suite 600

Bradenton, Florida 34205

T: [941.747.1062](tel:941.747.1062) C: [941-730-8231](tel:941-730-8231)

Email: christopher@ndcconstruction.com

Come visit us on the web at

www.ndcconstruction.com

From: Jean Totti <Jean.Totti@bradentonFL.gov>

Sent: Friday, February 14, 2025 8:06 AM

To: Greg Hodge <gregh@ndcconstruction.com>

Cc: Madison Bittner <madisonb@ndcconstruction.com>; Chris Gray <christopher@ndcconstruction.com>

Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

It will all be signed at once.

From: Greg Hodge <gregh@ndcconstruction.com>

Sent: Friday, February 14, 2025 7:53 AM

To: Jean Totti <Jean.Totti@bradentonFL.gov>

Cc: Madison Bittner <madisonb@ndcconstruction.com>; Chris Gray <christopher@ndcconstruction.com>

Subject: Re: [EXTERNAL] Bradenton PD HQ - OAC

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

They all have to be signed and returned before we can do the CO

Greg Hodge

Project Manager

NDC Construction Company

1001 Third Avenue West, Suite 600

Bradenton, FL 34205

941.747.1062 T. 941.741.8027 F. 941.780.7408 M.

On Feb 14, 2025, at 7:43 AM, Jean Totti <Jean.Totti@bradentonfl.gov> wrote:

All below. (9)

From: Greg Hodge <gregh@ndcconstruction.com>

Sent: Friday, February 14, 2025 7:42 AM

To: Jean Totti <Jean.Totti@bradentonFL.gov>

Cc: Madison Bittner <madisonb@ndcconstruction.com>; Chris Gray <christopher@ndcconstruction.com>

Subject: Re: [EXTERNAL] Bradenton PD HQ - OAC

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

What CR's are included?

Greg Hodge
Project Manager

NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, FL 34205
941.747.1062 T. 941.741.8027 F. 941.780.7408 M.

On Feb 14, 2025, at 7:37 AM, Jean Totti <Jean.Totti@bradentonfl.gov> wrote:

Greg,

Go ahead and issue a DEDUCT C.O. at this time for (\$699, 498.63)-----
(1,433,328.58) + \$733,829.95= (\$699, 498.63). Please send it to me and Lance will sign it and we'll have it approved at council on 2/26/25.

Signed CR's

CR 20 – Generator - \$268,639.38

CR 21 – Unforeseen Demo - \$7,817.11

CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)

CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's

CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)

CR 31 – Material Testing - \$73,849.10

CR32.1 – Concrete PO – (\$896,220.00)

CR33.1 – Rebar PO – (\$491,105.00)

CR 34.1 – Sheet Piling PO – (\$46,003.58)

Total: ADDS- \$428,487.21 DEDUCTS: (\$1,433,328.58)

Thank you, JT

From: Greg Hodge <greg@ndcconstruction.com>
Sent: Tuesday, February 11, 2025 8:46 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Madison Bittner <madisonb@ndcconstruction.com>
Cc: Chris Gray <christopher@ndcconstruction.com>
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

JT,

Are the following CR's also on the agenda for approval.

Pending Review

CR 31 – Material Testing - \$73,849.10
CR32.1 – Concrete PO – (\$896,220.00)
CR33.1 – Rebar PO – (\$491,105.00)
CR 34.1 – Sheet Piling PO – (\$46,003.58)
CR 35 – 24” Water Main - \$586,237.18

Notice to Proceed

CR 20 – Generator - \$268,639.38
CR 21 – Unforeseen Demo - \$7,817.11
CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)
CR 27 – FPL Relocation - \$28,886.74

Greg Hodge
Project Manager

<image001.png>

NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, FL 34205
941.747.1062 T. 941.741.8027 F.
ghodge@ndcconstruction.com

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Tuesday, February 11, 2025 8:31 AM
To: Madison Bittner <madisonb@ndcconstruction.com>
Cc: Greg Hodge <greg@ndcconstruction.com>; Chris Gray <christopher@ndcconstruction.com>
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Revision #1 Change Order will be in council's agenda for 2/26's meeting

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 19
Date: 11/4/24
Job: 00587 Bradenton Police Dept HQ
Phone:

Description: Revision 1

We are pleased to offer the following specifications and pricing to make the following changes:

Provide equipment, materials and labor to furnish and install additional changes from AECOM Revision 1 Drawings dated 10/18/2024.

Please see attached backup for price breakout.

It is not the intent of NDC to certify all costs related to this change. NDC reserves its right to time extension, impact costs, direct and indirect costs not listed herein that may be unforeseen of the result of the cumulative effect this change may have. At this time, there is a potential time impact of 0 days.

Please return this Change Request at your earliest convenience as NDC is not proceeding with this revision until an acknowledgment is received.

The total amount to provide this work is \$354,638.11

If you have any questions, please contact me

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Friday, February 14, 2025 7:37 AM
To: Greg Hodge; Madison Bittner
Cc: Chris Gray
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Greg,

Go ahead and issue a DEDUCT C.O. at this time for (\$699, 498.63)----- (1,433,328.58) + \$733,829.95= (\$699, 498.63). Please send it to me and Lance will sign it and we'll have it approved at council on 2/26/25.

Signed CR's
CR 20 – Generator - \$268,639.38
CR 21 – Unforeseen Demo - \$7,817.11
CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)
CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's
CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)
CR 31 – Material Testing - \$73,849.10
CR32.1 – Concrete PO – (\$896,220.00)
CR33.1 – Rebar PO – (\$491,105.00)
CR 34.1 – Sheet Piling PO – (\$46,003.58)

Submitted by: Greg Hodge
NDC Construction

Total: ADDS- \$428,487.21 DEDUCTS: (\$1,433,328.58)

Thank you, JT

Bradenton Police Department Headquarters - Revision 1 Drawings by AECOM Date 10.18.24

Division	Scope	Item #	Sheet #	View	Drawing Name	Description	CR#	Amount	Owner Accept/Reject
2	Wire Mesh Partition	1	A681		Door Schedule and Type	Steel & Wire Mesh Doors added to schedule for the Secured Data Room		\$11,344.00	
3	Concrete	2	S100A		Foundation Plan - Area A	Elevator Shaft 3" Enlargement		\$5,481.00	
			S101C		First Floor Slab Plan - Area C	Additional Concrete Beam "BRC-4" at Level 2			
			S102B		Second Floor Plan - Area B				
			S102C		Second Floor Plan - Area C				
5	Structural Steel	3	S102A		Second Floor Plan - Area A	Additional W14x30 Beam		\$1,164.00	
	Railings	4	A701		Enlarged Stair Plans and Sections - Stair 1	Additional glass railing system to east elevation of stair 1		\$21,071.40	
6	Cabinets	5	A411	3A-3E	Interior Elevations	Plastic Laminate Cabinets added to Bag & Tag 1067	1	\$4,601.00	
		6	A411	4	Interior Elevations	Plastic Laminate Cabinets added to Evidence and Property		\$4,601.00	
		7	A532	4, 11	Interior Millwork Elevations and Details - 3 of 5	6"x16" louvers and base shelving added to Chief's Wardrobe		\$3,819.00	
7	Caulking/Waterproofing	8	A705	1	Enlarged Ramp Plans and Sections - Ramp 3	Waterproofing added to interior side of ramp		\$46,728.00	
8	Overhead Door	9	A101C		First Floor Plan - Area C	Vehicle Detection Loop Added		\$3,255.00	
	Doors & Hardware	10	A681		Door Schedule and Type	Revised Door Hardware Wood doors to now be STC 45 rated		\$112,098.65	
9	Paint	11	A110A		First Floor Interior Finish Plan - Area A	Rooms 1003, 1004, 1013, 1016,1017, and roof access ladder are now painted P-8, a high performance epoxy coating, in lieu of P-1 standard paint		\$8,877.00	
		12	A110B		First Floor Interior Finish Plan - Area B	Walls in Rooms 1074, 1081, 1084, 1067Wall finished changed from P-1 to AWP-3		(\$414.00)	
	Flooring & Tile	13	A110A		First Floor Interior Finish Plan - Area A	CT-1 removed from Women's and Men's Locker Room Showers		(\$17,292.00)	
		14	A110A		First Floor Interior Finish Plan - Area A	WP-1 added to Women's and Men's Locker Room Showers		\$37,000.00	*Estimated Price*
		15	A111A		Finish Plan - Second Floor Area A	Storage Room 2029B floor finish changed to CPT-1		\$2,774.00	
Curtainwall	16	A403	3		Enlarged Floor Plan - Bag & Tag	Window type W8 (1) and W6 (2) Removed	1	(\$4,657.00)	
	17	A241	1		Curtain Wall/ Window Elevation	Added Frit Pattern to CW01		\$7,923.00	
	18	A242	2		Curtain Wall/ Window Elevation	W2 Window is now 60 minute fire rated in fire rated walls	5	\$18,239.00	
10	Signage	19	AG103		First Floor Sign Location Plan Area B	Added signage: "Not an Entrance" (3)		\$562.76	
			AG111		Sign Schedule	"Not an Exit" (2)			
			AG209		Sign Detail Drawings Sign Type H	"Push Button to Exit" (1)			
10	Toilet Accessories	20	A401	1	Enlarged Floor Plans	Baby Changing Station added to Lobby Men & Women's Restroom		\$1,347.00	
	Fire Extinguishers	21	G401	1	First Floor Life Safety Plan	Added Fire Extinguisher to room 1096 Main Electrical Room		\$169.00	
	Corner Guards	22	A110		First Floor Interior Finish Plan - Area A	Corner Guards added to Training Room A, Training Room B, Women 1016, Corridor A		\$1,905.00	
			A110B		First Floor Interior Finish Plan - Area B	Corner Guards added to Rooms 1067, 1087, 1091			
			A111A		Finish Plan - Second Floor Area A	Corner Guards added to Officer's Hub			
	Flagpole	23				Flagpole Specification Upgraded to stainless steel fittings		\$778.00	
	12	Metal Cabinets	24	A411	3A-3E	Interior Elevations	Stainless Steel Countertop added to Bag & Tag 1067	1	\$5,670.00
25			A411	3D	Interior Elevations	Stainless Steel Shelving added to Bag & Tag 1067	1	\$1,150.00	
26			A411	4	Interior Elevations	Stainless Steel Countertop & Sink Added Property & Evidence	6	\$3,732.00	
27			A412	4	Interior Elevations	Stainless Steel Countertop & Sink Added Vehicle Processing Bay	4	\$3,343.00	
Window Treatments	28	A800		Finish Legends and Schedules	WS revised to WS-1 and installed above the ceiling in a metal pocket with closure plate		\$7,916.50		
22	Plumbing	29	PS100C		Underground Plan - Area C - Storm	Rerouted/resized storm piping for civil connection points		\$11,818.00	
			PS101C		First Floor Plan - Area C - Storm				
		30	PS101B		First Floor Plan - Area B - Storm	Vehicle Evidence Storage 1094 - (TD-2), moved the drain location and sized at 10'length		\$6,580.00	
	PS101C		First Floor Plan - Area C - Storm	Parking Garage incoming slope - (TD-4), moved the drain location and sized at 17' length					
Water Meter	31				Secure Police Parking Garge 1103 entrance/exit (TD-5) sized at length 25'		\$3,308.54		
					Upsize master water meter from 3" to 4"				

Bradenton Police Department Headquarters - Revision 1 Drawings by AECOM Date 10.18.24

Division	Scope	Item #	Sheet #	View	Drawing Name	Description	CR#	Amount	Owner Accept/Reject
28	Access Control	32	TY101B		Security First Floor Plan - Area B	Additional Request to exit button to override force door alarm		\$9,075.73	
			TY101C		Security First Floor Plan - Area C	Additional Card Reader to Door 1070A Additional Card Reader to Door 1070C Additional Card Reader to Door 2006B			
			FA101A		Fire Alarm First Floor Plan - Area A	Delete 11 Pull Stations FA101A			
28	Fire Alarm	33	FA101B		Fire Alarm First Floor Plan - Area B	Add Pull Station to Info 1030		(\$3,817.41)	
			FA101C		Fire Alarm First Floor Plan - Area C	Relocate FACP outside 1036			
			FA102A		Fire Alarm Second Floor Plan - Area A	Delete 11 Pull Stations FA101B			
			FA102B		Fire Alarm Second Floor Plan - Area B	Change 6 ceiling mount horn strobes from 45cd to 75cd			
			FA102C		Fire Alarm Second Floor Plan - Area C	Delete 1 Pull Station FA101C Relocate FAA from 2029 to Info 1030 Delete 1 pull station sheet FA102A Delete 1 pull station sheet FA102B Delete 1 ceiling mount horn strobe in Stair 2041 Delete 1 pull station sheet FA102C			
			T101B		Telecommunicatins First Floor Plan - Area B	Relocation of 4 Port Cat6 location in corridor 1068 outside weapon storage 10876			
Data		34	T102A		Telecommunications Second Floor Plan - Area A	Room 2029 change data location from Cat6 to Cat6A (52 cables)		\$5,334.99	
			T102B		Telecommunications Second Floor Plan - Area B	Room 2031 change data location from Cat6 to Cat6A (8 cables) Room 2034 change data location from Cat6 to Cat6A (8 cables)			
Operable Partition			35	L105	Hardscape Plan and Notes	Paving type A1		Not Priced Per City of	Rejected
			36	A521	Exterior Section Details	Sidewalk Sealant added		Bradenton & Police	Rejected
			37	A533	Interior Millwork Elevations and Details - 4 of 5	Additional Quarz Bench at bottom of Stair 1	2	Department Direction	Rejected
			38	A101A	First Floor Plan - Area A	Operable panel changed from Manual to Electrical			Rejected - \$51,000
			39	A101A	First Floor Plan - Area A	Two pass through doors added			Rejected - \$7,000

Total	\$325,486.16
NDC GC Markup 2.1%	\$6,478.21
NDC SDI Markup 1.45%	\$4,473.05
NDC Bond Markup 0.9%	\$2,776.38
NDC Fee Markup 5%	\$15,424.31
REVISION 1 TOTAL:	\$354,638.11

Pending Delay:
From September 2024 - Present
Due to Soil Management Plan
Total cost of delay TBD



NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 20
Date: 11/7/2024
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 11/12/2024

Description: Caterpillar Generator

We are pleased to offer the following specifications and pricing to make the following changes:

Provide equipment, materials and labor to furnish and install a Caterpillar Diesel Generator, Model 3516C in lieu of the Generac Diesel Generator 2000KW included in GMP per the owners request.

Note, per the project specification section 263213 Diesel Engine Driven Generator Sets, Generac and Caterpillar are listed as available manufacturers

Also the supplier of the Caterpillar Diesel Generator, Model 3516C has a production spot held with a projected delivery of mid December 2025 (58 weeks). Delays in approval of the change request, submittals and projected DMP may extend the lead time of the Caterpillar Diesel Generator.

See attached Exhibit A for Caterpillar Diesel Generator, Model 3516C specifications

Cost Breakdown

CAT Generator..\$1,110,624.00

Tax (7%)...\$77,743.68

Subcontractor Fee ...\$2,377.17

Total Cost Cat Generator\$1,190,744.85

Generac Budget... (\$945,300.00)

Cost Difference .. \$245,444.85

NDC Fees

Builders OH (2.1%)..\$5,154.34

Sub Default Ins (1.45%)..\$3,558.95

Bond (.9%).\$2,209.00

Fee (5%)...\$12,272.24

Total Cost\$268,639.38

Alternate Quarterly maintenance inspection and service for one year

Alternate Cost\$9,490.38

NDC Fees

Builders OH (2.1%)..\$199.30

Sub Default Ins (1.45%)..\$137.61

Bond (.9%).\$85.41

Fee (5%)...\$474.52

Total Alternate Cost\$10,387.22

Alternate to be included Yes _____ No _____ Alternate will be CR20.2 if accepted

The total direct cost to perform this work is \$268,639.38
(Please refer to attached sheet for details.)

Total: \$268,639.38

NDC Construction Company


1001 3rd Ave West Suite 600

Bradenton, FL 34205

Ph: 941-747-1062

If you have any questions, please contact me at 941-747-1062.

Submitted by: Greg Hodge
NDC Construction

Approved by: 
Date: 11/18/2024

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

**Change Request 20 Price Breakdown
Continuation Sheet**

Description: Caterpillar Generator

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical				\$245,444.85		\$245,444.85
2% Overhead		\$5,154.34				\$5,154.34
SDI		\$3,558.95				\$3,558.95
Bond		\$2,209.00				\$2,209.00
Fee		\$12,272.24				\$12,272.24
					Subtotal:	\$268,639.38





1001 Third Avenue West, Suite 600, Bradenton, Florida 34205
 ☎ 1 747 1062 T 941.741.8027 F
 www.ndcconstruction.com
 CGC006547

Exhibit A

Caterpillar Diesel Generator, Model 3516C

One (1) New Caterpillar Diesel Generator - Model 3516C, rated 2000kW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

- UL 2200 Listed Genset, NFPA 110 alarms
- Three (3) UL circuit breakers, 3 Pole: (1) 2500 Amp, (1) 2000 Amp, and (1) 200 Amp, generator mounted (lugs by others)
- Control panel with safety shutdowns, Engine controls and gauges
- Remote annunciator panel with enclosure (shipped loose)
- 105 degrees C rise generator with voltage regulator
- ADEM electronic governor
Permanent magnet excitation

Description of Material

- Jacket water heater, 480VAC input
- Battery charger UL 20 amp, 120VAC input
- Batteries, lead acid (shipped loose)
- Generator space heater
- 2 Year / 1000 hour Caterpillar Limited Warranty

One (1) New Custom Generator Set Package

- Missile impact rated, sound attenuated enclosure, aluminum construction
 - Walk-in style
 - 170-mph wind load rating
 - Electrical package
 - Gravity dampers and louvers
- Double wall sub-base fuel tank, UL142 listed
 - 48 hours of usable fuel at 100% load plus 33%
- Access stairs, aluminum construction

ASCO Automatic Transfer Switches and QC Cabinet

- Qty (1) 4 Pole, 3000 Amp, 480 volts
 - ASCO 300 Series
 - NEMA 1 Enclosure
 - Programmable engine exerciser
- Qty (1) 4 Pole, 260 Amp, 480 volts
 - ASCO 300 Series
 - NEMA 1 Enclosure
 - Programmable engine exerciser

- Qty (1) Load Bank Connection Cabinet w/ Quick Connects
 - 3 Pole, 2000 Amp, 480 volts
 - NEMA 3R Enclosure

Commissioning Services

- Prestart inspection - 1 Technician Day
- Startup and test alarms – Four (4) technician days
- 4 hour load test conducted on site, resistive – One (1) technician day
- Customer training – One (1) technician day

- Freight Included





OLYMPIAN™
GENERATORS



Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
32000 Blue Star Hwy
Midway, FL 32343
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
10421 Fern Hill Dr
Riverview, FL 33578
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 09/10/2024

QUOTATION NO: AK E230001J - 24

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

ESTIMATED SHIPPING LEAD TIME: **72-78 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **6-8 Weeks**
JOBBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **Bradenton Police Headquarters**

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

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<p>Please ensure quote meets your expectations. Pricing is based on an incoming stock unit to provide the best pricing and lead time. Generator as quoted is subject to prior sale.</p> <p>One (1) New Caterpillar Diesel Generator - Model 3516C, rated 2000kW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:</p> <ul style="list-style-type: none"> UL 2200 Listed Genset, NFPA 110 alarms Three (3) UL circuit breakers, 3 Pole: (1) 2500 Amp, (1) 2000 Amp, and (1) 200 Amp, generator mounted (lugs by others) Control panel with safety shutdowns, Engine controls and gauges Remote annunciator panel with enclosure (shipped loose) 105 degrees C rise generator with voltage regulator ADEM electronic governor Permanent magnet excitation 		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Allyson Keeny
Allyson Keeny, EP/Ind Sales. Central Florida

TERMS

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

Quote No. AK E230001J - 24

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<ul style="list-style-type: none"> Jacket water heater, 480VAC input Battery charger UL 20 amp, 120VAC input Batteries, lead acid (shipped loose) Generator space heater 2 Year / 1000 hour Caterpillar Limited Warranty 		
Caterpillar List Price		\$971,048.00
January 2025 Price Increase – 3% List Price (estimated)		\$29,131.00
Revised Caterpillar List Price		\$1,000,179.00
Deduct per Sourcewell Contract (40% of list price)		-\$400,072.00
Price with Sourcewell Discount		\$600,107.00
<p>One (1) New Custom Generator Set Package (\$351,138.00 List, 5% Discount)</p> <ul style="list-style-type: none"> Missile impact rated, sound attenuated enclosure, aluminum construction <ul style="list-style-type: none"> Walk-in style 170-mph wind load rating Electrical package Gravity dampers and louvers Double wall sub-base fuel tank, UL142 listed <ul style="list-style-type: none"> 48 hours of usable fuel at 100% load plus 33% Access stairs, aluminum construction 		\$333,581.00
<p>ASCO Automatic Transfer Switches and QC Cabinet (\$78,333.00 List, 5% Discount)</p>		\$74,416.00
<ul style="list-style-type: none"> Qty (1) 4 Pole, 3000 Amp, 480 volts <ul style="list-style-type: none"> ASCO 300 Series NEMA 1 Enclosure Programmable engine exerciser Qty (1) 4 Pole, 260 Amp, 480 volts <ul style="list-style-type: none"> ASCO 300 Series NEMA 1 Enclosure Programmable engine exerciser Qty (1) Load Bank Connection Cabinet w/ Quick Connects <ul style="list-style-type: none"> 3 Pole, 2000 Amp, 480 volts NEMA 3R Enclosure 		
<p>Commissioning Services (\$66,667.00 List, 5% Discount)</p>		\$63,333.00
<ul style="list-style-type: none"> Prestart inspection - 1 Technician Day Startup and test alarms – Four (4) technician days 4 hour load test conducted on site, resistive – One (1) technician day Customer training – One (1) technician day 		
Freight (\$41,250.00 List, 5% Discount)		\$39,187.00
Total NET for above		\$ 1,110,624.00
<div style="border: 2px dashed red; border-radius: 15px; padding: 10px; margin-top: 10px;"> <p>Adder to include quarterly maintenance inspection and service for one year Alternate \$9,490.38</p> </div>		<p>Tax (7%) - \$77,743.68</p> <p>\$9,490.38</p> <p>Sub Fee - \$2,377.17</p> <p>Total - \$1,190,744.85</p>

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<p>Clarifications:</p> <p>-Quotation in accordance with Ring Power's understanding of specification section 263213 and drawing E701 dated 01/17/2024. Quotation to be limited to the products and scope specifically listed above.</p> <p>-Conflicting information is provided within the specification. Exception taken to the written specification. Items and services not specifically listed above are not considered part of this quotation.</p> <p>-Pricing is based on an incoming stock unit to provide the best pricing and lead time. Generator as quoted is subject to prior sale.</p> <p>-263213 1.2 A – Clarification. Coordination and programming by others.</p> <p>-263213 1.7 B – Exception taken. Testing to be limited to four-hour resistive load test. No NETA testing, third party testing, or commissioning agent activities are included within the scope of this proposal.</p> <p>-263213 2.2 G – Generator quoted as EPA Tier 2 rated.</p> <p>-263213 2.3 F – Clarification. Specification mentions both lead acid and NiCad batteries. Exception taken to NiCad requirement, lead acid to be provided.</p> <p>-263213 2.8 D – Clarification. Alternator to be six-lead.</p> <p>-263213 2.9 – Exception taken. Load bank not included in the scope of this proposal.</p> <p>-263213 2.10 D – Exception taken. Space heater not included in the scope of this proposal.</p> <p>-263213 2.12 – Witness testing is not included in the scope of this proposal but can be quoted separately upon request. Factory reports to be provided once made available.</p> <p>-263213 3.6 – Clarification. Maintenance agreement included as an adder.</p> <p>-All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost.</p> <p>-Pricing assumes that the generator and ATS will be commissioned at the same time under a single mobilization, separate commissioning to be performed at additional cost.</p>		

Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of Bradenton for this sale.

Notes:

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

Thank you for considering Ring Power Systems for your equipment needs.

Allyson Keeny

Allyson Keeny

Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 299 5086 Cell
Allyson.keeny@ringpower.com

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 21
Date: 11/12/2024
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 12/11/2024

Description: Unforeseen Demo Sign Shop

We are pleased to offer the following specifications and pricing to make the following changes:

Provide equipment, materials and labor for the following unforeseen demolition not shown on Existing Conditions Plan on sign shop property (Future Parking).

Septic Tank (1 ea.)-Pump out and remove buried septic tank that was filled with organic matter.

Septic Tanks (2 ea.)-Remove buried septic tanks that was filled with rubble and concrete.

Concrete Pedestal-Break and chip large buried concrete pedestal.

See attached pictures and site drawing for more info.

The total direct cost to perform this work is	\$7,817.11
(Please refer to attached sheet for details.)	
Total:	\$7,817.11

If you have any questions, please contact me at 941-747-1062.

Submitted by: Greg Hodge
NDC Construction

Approved by: Lance M Williams
Date: 01/29/2025

Lance Williams, Chief Operating Officer, City of Bradenton

NDC Construction Company

1001 3rd Ave West Suite 600

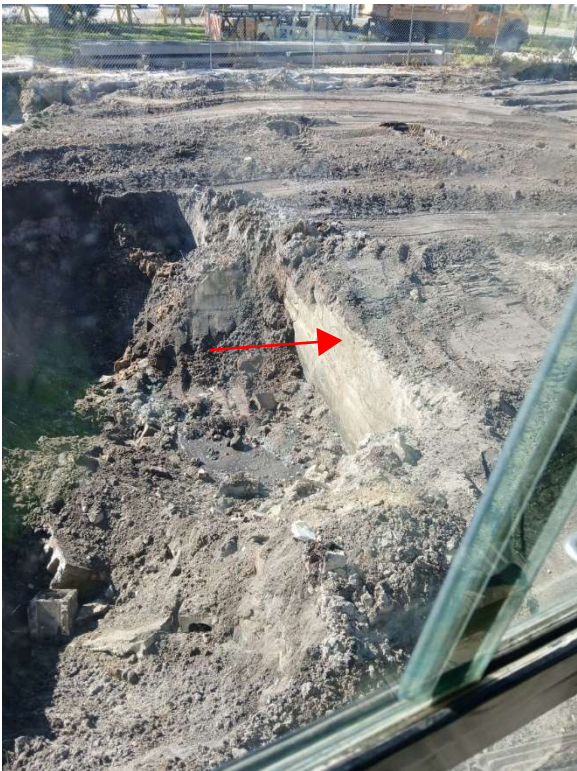
Bradenton, FL 34205

Ph : 941-747-1062

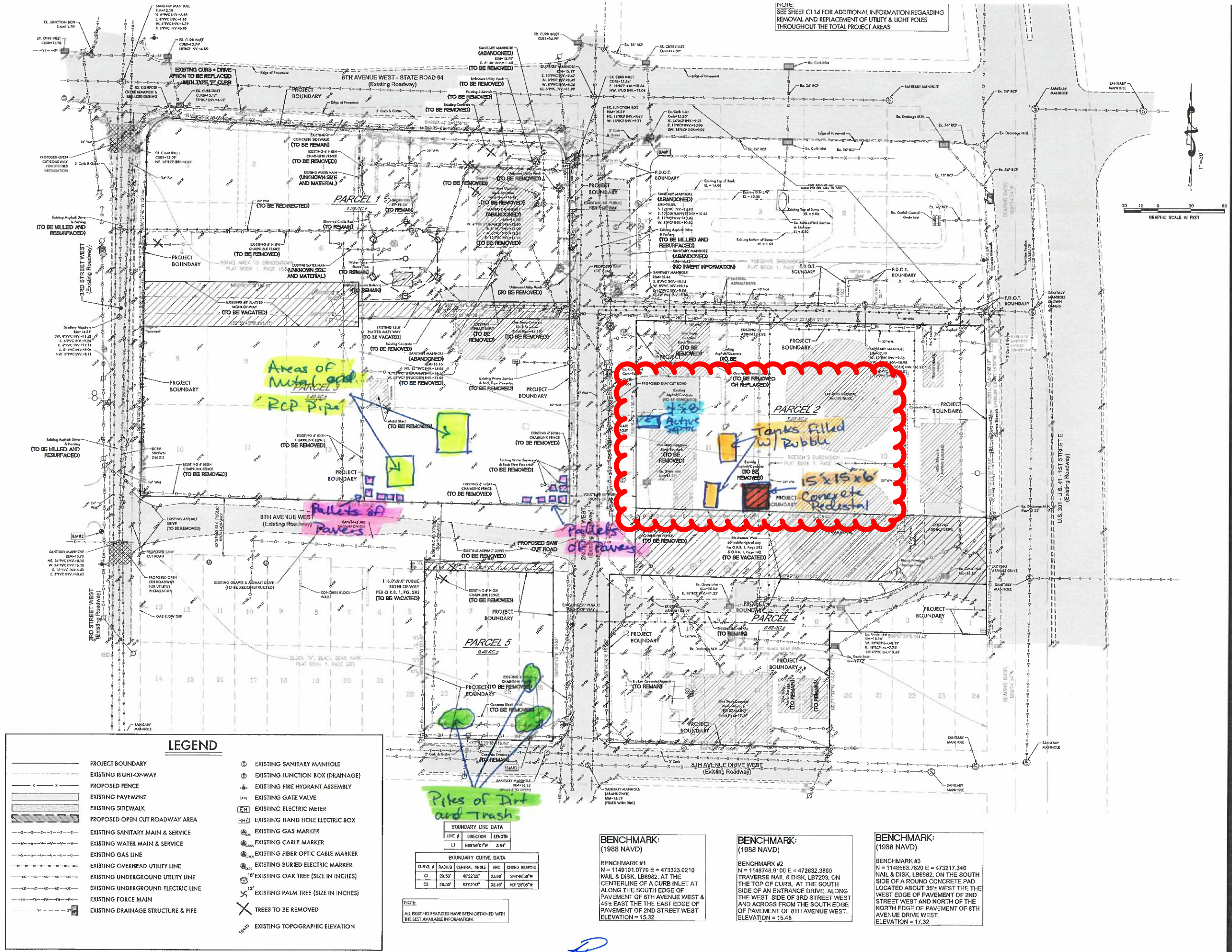
**Change Request 21 Price Breakdown
Continuation Sheet**

Description: Unforeseen Demo Sign Shop

Description	Labor	Material	Equipment	Subcontract	Other	Price
Provide equipment, materials and labor for the following unforeseen demolition not shown on Existing Conditions Plan.				\$18,262.17		\$18,262.17
Septic Tank (1 ea.) - Pump out and remove buried septic tank that was filled with organic matter.						
Septic Tanks (2 ea.) - Remove buried septic tanks that was filled with rubble and concrete.						
Concrete Pedestal - Break and chip large buried concrete pedestal.						
Remove and dispose of miscellaneous storm boxes and pallets (14 ea.) of brick pavers.						
Remove and dispose of RCP and metal pipe.						
Remove and dispose of miscellaneous debris filled dirt mounds.						
See attached site drawing for more info.						
Building Demolition				\$-11,120.00		\$-11,120.00
2% Overhead		\$149.99				\$149.99
SDI		\$103.56				\$103.56
Bond		\$64.28				\$64.28
Fee		\$357.11				\$357.11
					Subtotal:	\$7,817.11







NOTE: SEE SHEET C114 FOR ADDITIONAL INFORMATION REGARDING REMOVAL AND REPLACEMENT OF UTILITY & LIGHT POLES THROUGHOUT THE TOTAL PROJECT AREAS

LEGEND

	PROJECT BOUNDARY		EXISTING SANITARY MANHOLE
	EXISTING RIGHT-OF-WAY		EXISTING JUNCTION BOX (DRAINAGE)
	PROPOSED FENCE		EXISTING FIRE HYDRANT ASSEMBLY
	EXISTING PAVEMENT		EXISTING GATE VALVE
	EXISTING SIDEWALK		EXISTING ELECTRIC METER
	PROPOSED OPEN CUT ROADWAY AREA		EXISTING HAND HOLE ELECTRIC BOX
	EXISTING SANITARY MAIN & SERVICE		EXISTING GAS MARKER
	EXISTING WATER MAIN & SERVICE		EXISTING CABLE MARKER
	EXISTING GAS LINE		EXISTING FIBER OPTIC CABLE MARKER
	EXISTING OVERHEAD UTILITY LINE		EXISTING BURIED ELECTRIC MARKER
	EXISTING UNDERGROUND UTILITY LINE		EXISTING OAK TREE (SIZE IN INCHES)
	EXISTING UNDERGROUND ELECTRIC LINE		EXISTING PALM TREE (SIZE IN INCHES)
	EXISTING FORCE MAIN		TREES TO BE REMOVED
	EXISTING DRAINAGE STRUCTURE & PIPE		EXISTING TOPOGRAPHIC ELEVATION

BOUNDARY LINE DATA

LINE #	DIRECTION	LENGTH
L1	N89°56'01"W	3.54'

BOUNDARY CURVE DATA

CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	29.53'	46°22'22"	23.88'	S44°48'38"W
C2	29.53'	63°02'43"	22.45'	N31°20'59"W

BENCHMARK:
 (1988 NAVD)
 BENCHMARK #1
 N = 1149101.0770 E = 4732323.0210
 NAIL & DISK, LB6982, AT THE CENTERLINE OF A CURB INLET AT ALONG THE SOUTH EDGE OF PAVEMENT OF 6TH AVENUE WEST & 45' EAST THE EAST EDGE OF PAVEMENT OF 2ND STREET WEST ELEVATION = 15.32

BENCHMARK:
 (1988 NAVD)
 BENCHMARK #2
 N = 1148748.9100 E = 472832.3890
 TRAVERSE NAIL & DISK, LB7203, ON THE TOP OF CURB, AT THE SOUTH SIDE OF AN ENTRANCE DRIVE, ALONG THE WEST SIDE OF 3RD STREET WEST AND ACROSS FROM THE SOUTH EDGE OF PAVEMENT OF 8TH AVENUE WEST. ELEVATION = 15.48

BENCHMARK:
 (1988 NAVD)
 BENCHMARK #3
 N = 1149565.7820 E = 473217.346
 NAIL & DISK, LB6982, ON THE SOUTH SIDE OF A ROUND CONCRETE PAD LOCATED ABOUT 35' WEST THE THE WEST EDGE OF PAVEMENT OF 2ND STREET WEST AND NORTH OF THE NORTH EDGE OF PAVEMENT OF 8TH AVENUE DRIVE WEST. ELEVATION = 17.32

BRADENTON POLICE HEADQUARTERS

CORNER OF 6TH AVENUE WEST AND 3RD STREET WEST
 BRADENTON, FL 34205

CLIENT

THE CITY OF BRADENTON PUBLIC WORKS & UTILITIES DEPARTMENT
 1411 9TH STREET WEST,
 BRADENTON, FL 34205

PRIME CONSULTANT

AECOM
 7850 W. COURTNEY CAMPBELL CAUSEWAY,
 SUITE 700, TAMPA, FL 33607

CONSULTANTS

ZNS ENGINEERING
 Land Planning Engineering Surveying Landscape Architecture

WALTER R. DE GOES, P.E.
 LICENSE NO. 47262

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REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	24-05-01	100% CONSTRUCTION DOCUMENTS

PROJECT NUMBER

45681

SHEET TITLE

EXISTING CONDITIONS PLAN

SHEET NUMBER

C104



2712 63rd Ave. East
 Bradenton, FL. 34203
 Phone: (941) 729-8150
 Fax: (941) 729-7345
 CGC1528240

CHANGE ORDER

December 10, 2024

TO: NDC Construction
ATTN: Greg Hodge
PHONE: (941) 747-1062
EMAIL: Greg Hodge <gregh@ndcconstruction.com>
RE: City of Bradenton Pump House

SCOPE OF WORK: MISC. DEBRIS REMOVAL

- CO Request is based on site visit, pictures and description provided. Our scope of work is listed below and is limited to these items.

REMOVAL NOTES:

1. Pump and remove (1) septic tank filled with organic matter.
2. Remove (2) septic tanks filled with rubble and concrete
3. Chip/Break and remove large in-ground concrete pedestal.
4. ~~Remove and dispose of miscellaneous concrete storm boxes and (14) pallets of brick pavers.~~
5. ~~Remove and dispose of RCP and metal pipe.~~
6. ~~Remove and dispose of miscellaneous debris filled dirt mounds covered in grass.~~

<u>Type</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
7. Trucking	\$104.55/hr	36	\$3763.80
8. Disposal (trash only)	\$61/ton + Tax	57 Tons	\$3720.39
9. Excavator (Large)	\$109.10/hr	33	\$3600.30
10. Excavator w/ Hammer (Mini)	\$77.28/hr	24	\$1854.72
11. Skid-steer	\$59.10/hr	24	\$1418.40
12. Operator	\$47.28/hr	33	\$1560.24
13. Labor	\$31.82/hr	16	\$509.12
14. Pump Septic Tank (1)	\$175.00	--	\$175.00
	Sub-Total		\$16,601.97
	OH&P – 10%		\$1,660.20
	AMOUNT:		\$18,262.17
			<u>(\$11,120.00) Demo Contingency</u>
			\$7,142.17

STANDARD SPECIFICATIONS/EXCLUSIONS:

- Contractor is not responsible for broken sidewalks or driveways. Unless otherwise noted, Owner shall indemnify Contractor for all damage to any Underground Facilities.
- The removal of buried or unforeseen objects is not included.
- Patching and repairing are not included. Protection of surfaces is not included.
- No removal of any material considered hazardous or restricted other than ACM.
- No underground tank removal of any type unless specifically stated above.
- All work shall be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday – Friday. No nights, holidays or weekends are included.
- One mobilization is included. Add **\$1,750** for each additional.
- Items not listed above are not included.
- All invoices are due within 10 days after invoice date and considered late thirty days after invoice date. Interest shall accrue at 1.5% per month thereafter until paid. In the event that Contractor files legal action to collect amounts due hereunder, Contractor shall be entitled to recover all of its attorneys’ fees, costs, and expenses incurred in said action including, without limitation, attorneys’ fees to determine the amount of its fees. **Owner and Contractor hereby mutually waive their right to a trial before a jury in the event of any litigation arising out of or related to this agreement.**
- Notices required by Florida law are attached hereto.

If you have any questions, or require additional information, please call Michael Forristall at (941) 729-8150.

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 24
Date: 11/19/2024
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 11/19/2024

Description: Fence Value Engineering

We are pleased to offer the following specifications and pricing to make the following changes:

Provide equipment, materials and labor for the following fence alternates per the owners request.

Pond 1 Install 6' Black Vinyl Chain Link (533' +/-) with one (1 ea.) double drive gate (6'x6') in lieu of the 6' Ameristar Aegis II with Ameristar Gates as specified.

Pond 2 Install 6' Black Vinyl Chain Link (210' +/-) with two (2 ea.) double drive gates (6'x6') and one (1 ea.) single swing gate (4'x6') in lieu of the 6' Ameristar Aegis II with Ameristar Gates as specified.

Changes include added / revised gates at ponds per Civil Revision 2 and additional 150 LF +/- of Black Vinyl Chain Link fence on west side of pond 1 shown as existing on civil drawings but that has been removed by others.

This is a VE item presented by the contractor and is a zero dollar change request. The \$88,943.00 of savings will be applied against the \$300,000 future VE included in the GMP.

The total direct cost to perform this work is	\$0.00
(Please refer to attached sheet for details.)	
	Total: \$0.00

It is not the intent of NDC to certify all costs related to this change. NDC reserves its right to time extension, impact costs, direct and indirect costs not listed herein that may be unforeseen of the result of the cumulative effect this change may have. At this time, there is a potential time impact of 0 days.

Please return this Change Request at your earliest convenience as NDC is proceeding with this revision as per earlier direction.

Submitted by: Greg Hodge
NDC Construction

Approved by: Lance M Williams
Date: 11/25/2024

Carr, Andrew
Reviewed by Carr, Andrew
11/25/2024 11:25:13 AM
Change Request 00587-001
NDC Construction
11/25/2024 11:25:13 AM

Approved By AECOM: _____

Date: 11/25/24

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph: 941-747-1062

**Change Request Price Breakdown
Continuation Sheet**

Description:

--

Subtotal:



4460 107th Cir N
 Clearwater, FL 33762
 727-655-9757

PROPOSAL

TO:

DATE: 7/22/24

Donna Layrisse
 NDC Construction
 941-747-1082
 donnal@ndcconstruction.com

SALESPERSON	EMAIL	PROJECT NAME
Bradley Hankin	Bhankin@cardinalfence.com	Bradenton Police Station

DESCRIPTION
<p>Scope of Work 10' Ameristar Aegis II Fence:</p> <ul style="list-style-type: none"> • 238 LF of 10" Ornamental Fence • Qty 1 – 22'w x 10'h Ornamental Double Drive Gates • Qty 3 – 3'6"w x 6'8"h Exodus Panic Gate <p>Scope of Work 8' Ameristar Aegis II Fence:</p> <ul style="list-style-type: none"> • 38 LF of 8' Ornamental Fence • Qty 1 – 7'w x 6'8"h Exodus Double Panic Gate <p>Scope of Work 6' Ameristar Aegis II Fence: - Alt To Black Chain Link</p> <ul style="list-style-type: none"> • 379 LF of 6' Ornamental Fence (Existing Pond) • Qty 1 – 6'w x 6'h Double Drive Gate (Existing Pond) • 210 LF of 6' Ornamental Fence (New Pond) <p>Scope of Work Chain Link Fence at Garage Perimeter:</p> <ul style="list-style-type: none"> • 260 LF of 12' Chain Link Fence • No Gates

GMP Cost Existing Pond Ameristar(Base Bid): \$72,946.00 - \$20,620.00 = \$52,326.00
 Existing Pond Chain Link (New Price): ~~\$14,972.00~~
GMP Cost New Pond Ameristar(Base Bid): \$49,913.00 - \$13,296.00 = \$36,617.00
 New Pond Chain Link (New Price): ~~\$9,823.00~~ **Total VE Savings \$88,943.00**



4460 107th Cir N
 Clearwater, FL 33762
 727-655-9757

PROPOSAL

TO:

DATE: 11/15/24

Greg Hodge
 NDC Construction
 941-747-1082
 ghodge@ndcconstruction.com

SALESPERSON	EMAIL	PROJECT NAME
Bradley Hankin	Bhankin@cardinalfence.com	Bradenton Police Station

DESCRIPTION
<p>Scope of Work Courtyard: 10' Ameristar Aegis II Fence:</p> <ul style="list-style-type: none"> • 238 LF of 10" Ornamental Fence • Qty 1 – 22'w x 10'h Ornamental Double Drive Gates • Qty 3 – 3'6" w x 6'8" h Exodus Panic Gate <p>Base Bid Total: \$145,876.00</p> <p>Scope of Work Courtyard: 8' Ameristar Aegis II Fence:</p> <ul style="list-style-type: none"> • 38 LF of 8' Ornamental Fence • Qty 1 – 7'w x 6'8" h Exodus Double Panic Gate <p>Base Bid Total: \$46,952.00</p> <p>Scope of Work Ponds:</p> <ul style="list-style-type: none"> • 533 LF of 6' Vinyl Coated Chain Link (South Pond) • Qty 1 – 6'w x 6'h Double Drive Gate (South Pond) • 210 LF of 6' Vinyl Coated Chain Link (New Pond) • Qty 1 – 6'w x 6'h Double Drive Gate (New Pond) • Qty 2 – 6'w x 6'h Double Drive Gates (New Pond) <p>South Pond Chain Link: \$20,620.00 North Pond Chain Link: \$13,296.00</p> <p>Scope of Work Chain Link Fence at Garage Perimeter:</p> <ul style="list-style-type: none"> • 260 LF of 12' Chain Link Fence • No Gates <p>Total: \$36,464.00</p>

VE Cost

Continued...

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 27
Date: 1/6/2025
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 1/8/2025

Description: FPL Relocation

We are pleased to offer the following specifications and pricing to make the following changes:

Provide equipment, materials and labor for FPL to relocate two (2) light poles on 2nd Street.

FPL Relocation Cost - \$51,392.18
NDC Relocation Allowance - (\$25,000)

Total Cost for Relocation - \$26,392.18

The total direct cost to perform this work is	\$28,886.25
(Please refer to attached sheet for details.)	
Total:	\$28,886.25

If you have any questions, please contact me at .

It is not the intent of NDC to certify all costs related to this change. NDC reserves its right to time extension, impact costs, direct and indirect costs not listed herein that may be unforeseen of the result of the cumulative effect this change may have. At this time, there is a potential time impact of 0 days.

Please return this Change Request at your earliest convenience as NDC is not proceeding with this revision until an acknowledgment is received.

Submitted by:

Approved by: Lance M Williams
Date: 01/29/2025

Lance Williams, Chief Operating Officer
Cty of Bradenton

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

**Change Request 27 Price Breakdown
Continuation Sheet**

Description: FPL Relocation

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical		\$26,392.18				\$26,392.18
2% Overhead		\$554.24				\$554.24
SDI		\$382.69				\$382.69
Bond		\$237.53				\$237.53
Fee		\$1,319.61				\$1,319.61
					Subtotal:	\$28,886.25

PAYMENT COUPON

/4115006400083000171409180048849980005139218

NDC CONSTRUCTION COMPANY
 1001 3RD AVE W SUITE 600
 BRADENTON FL 34205

Cust. No.: 3000171409 Bill No.: 1800488499	
Payment Due Upon Receipt	Amount Due This Bill \$ 51,392.18
Reference# 1J.D00013418883	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
 General Mail Facility
 Miami FL 33188-0001

 Please retain this portion for your records.

Florida Power & Light Company
 Federal Tax Id.#: 59-0247775
 Customer Name and Address

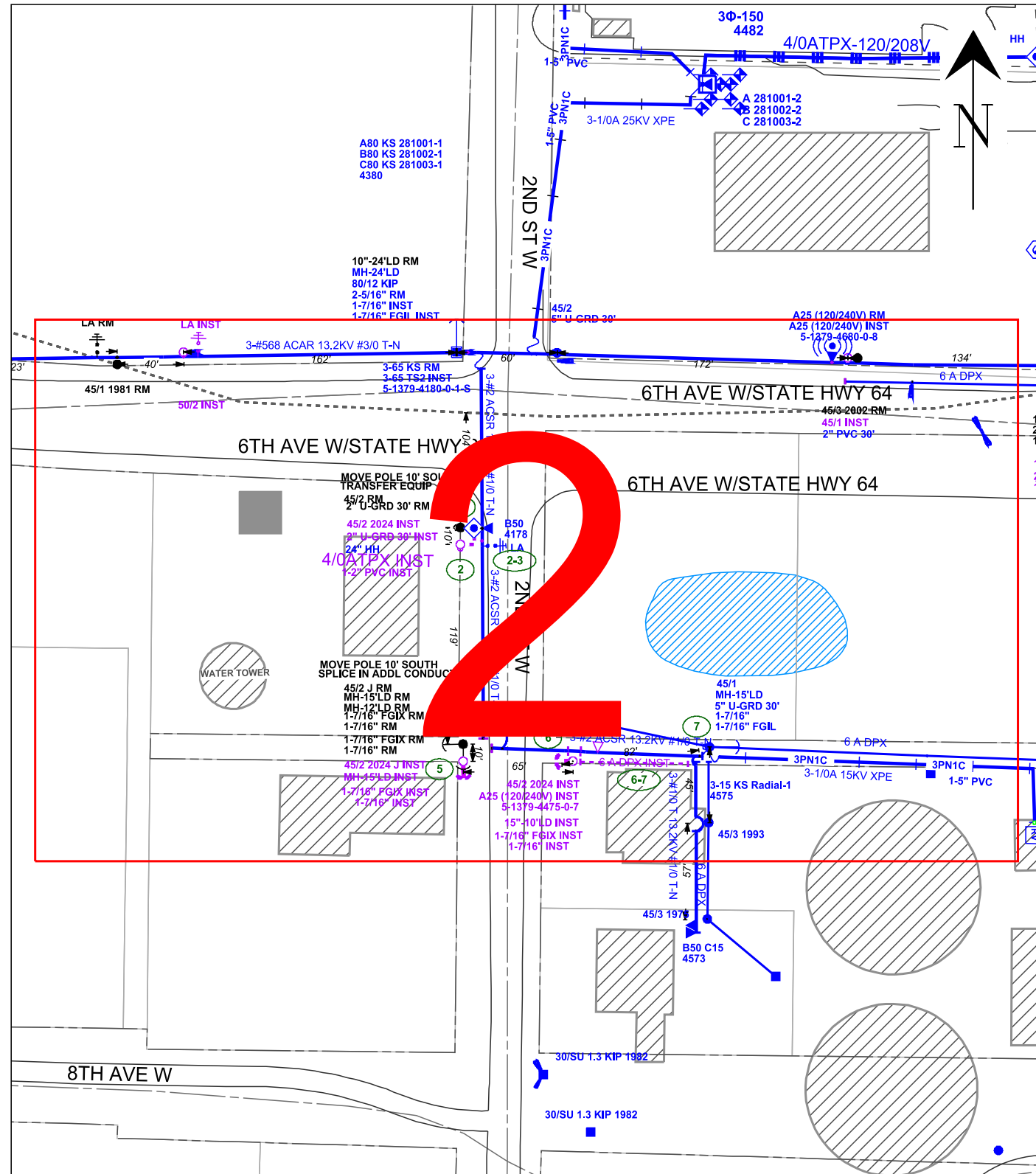
Customer Number: 3000171409
Reference Number: 1J.D00013418883
Bill Number: 1800488499
Bill Date: 12/13/2024

NDC CONSTRUCTION COMPANY
 1001 3RD AVE W SUITE 600
 BRADENTON FL 34205

CURRENT CHARGES AND CREDITS
 Customer No: 3000171409 Bill No: 1800488499

Description	Amount
RMV/RELOC/215 6TH AVE W Reference# 1J.D00013418883	51,392.18
For Inquiries Contact: Carey McCoy 941 723-4421	Total Amount Due \$51,392.18 Payment Due Upon Receipt

Cover Sheet: WR#13418883



GENERAL NOTES

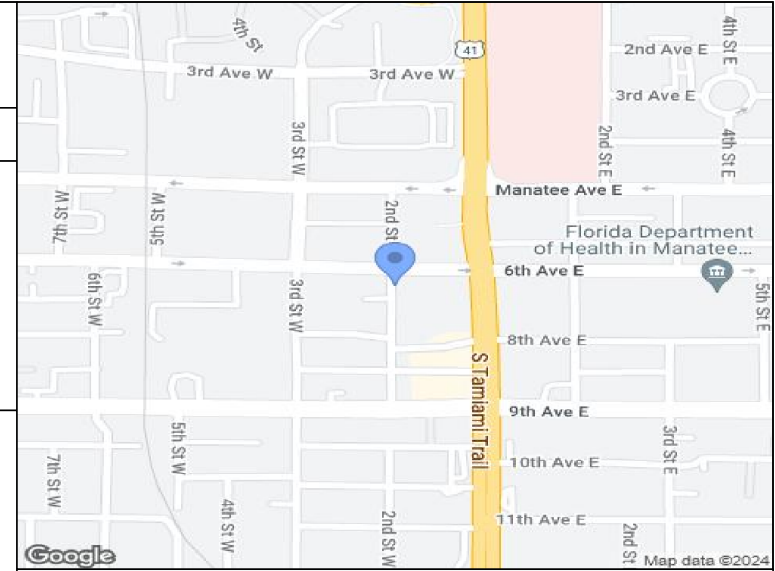
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

- ### STAKING NOTES:-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.
- POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE OF EXISTING POLE UNLESS OTHERWISE NOTED.
 - ALL POLES STAKED WITH FIELD SIDE FACE AT R/W LINE UNLESS OTHERWISE NOTED.
 - SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

- ### GENERAL GROUNDING, GUYING, AND U-GUARD NOTES
- BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
 - ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
 - STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 - 5)
 - GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
 - U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
 - WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
 - CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS.
 - BACK PLATE (DCS UH-14.0.1)
 - REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
 - GUYING (DCS D-2.0.0)
 - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
 - RISER (DCS G-10.1.0 AND G-10.2.0)
 - BOND ALL METAL RISER CONDUITS ON POLES.
 - GROUND RODS (DCS G-3.0.1)
 - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE**

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

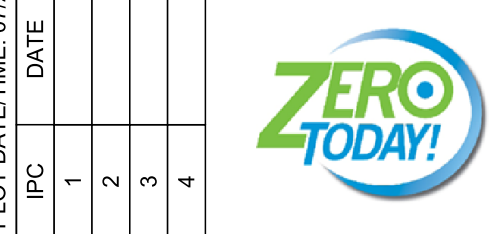
CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

PRINTED BY: JAA0BK4
Size: 11 x 17
PLOT DATE/TIME: 07/26/2024 15:34:16



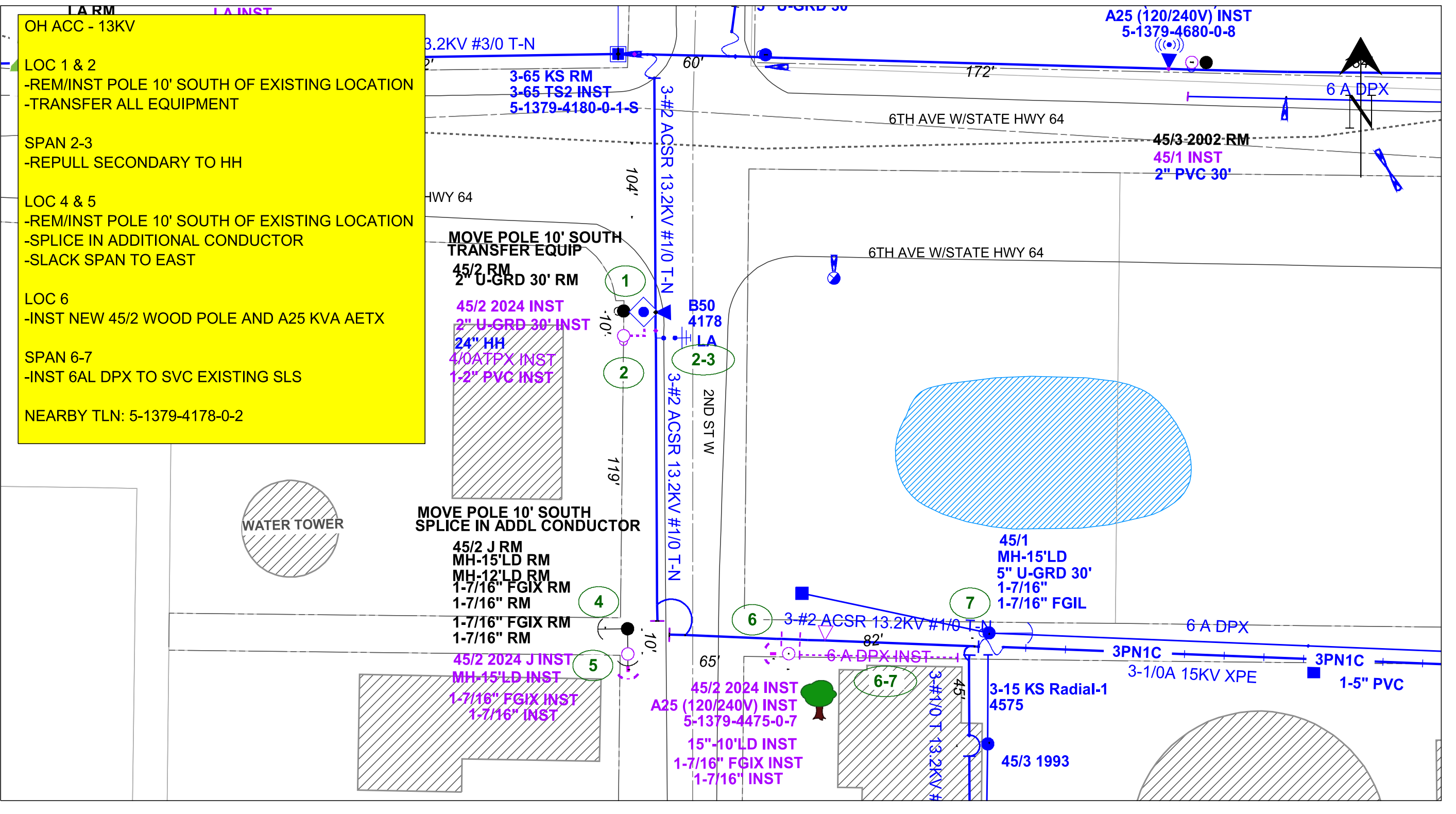
Easement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Designer/Stake? []	CT/Special Mtr? []	Work with SMO? []	Survey/Stake? []
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [] COUNTY RD [] COUNTY AIR [] STATE RD [] FAA []	WMD [] RR XING [] DR. DIST. [] TRANSM. []	
Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CA IV Transfer? []	



Job Owner:	Carey McCoy	M/A: MS	Township: 34 Range: 17 Section 26
Designer:	Joseph Alfonsi	OH/ACC/ RELOCATE LAT POLES AND INSTALL NEW LAT POLE W. 25KVA AETX	
Date:	07/26/2024	215 6TH AVE W, BRADENTON, FL, 34205	
Scale: 1" = 84'		Dwg No. 13418883_11x17 OH.xml	
0' 84' 168'		Map No. KT0598	
		WR: 13418883	
		Page 1 of 2	

FEEDERS: BRADENTON 00239

[] INACCESSIBLE [] 12KV [X] 13KV [] FUTURE 23KV [] 23KV [] FUTURE 25KV [] 25KV [] SALT SPRAY [] ROCK



OH ACC - 13KV

LOC 1 & 2
-REM/INST POLE 10' SOUTH OF EXISTING LOCATION
-TRANSFER ALL EQUIPMENT

SPAN 2-3
-REPULL SECONDARY TO HH

LOC 4 & 5
-REM/INST POLE 10' SOUTH OF EXISTING LOCATION
-SPlice IN ADDITIONAL CONDUCTOR
-SLACK SPAN TO EAST

LOC 6
-INST NEW 45/2 WOOD POLE AND A25 KVA AETX

SPAN 6-7
-INST 6AL DPX TO SVC EXISTING SLS

NEARBY TLN: 5-1379-4178-0-2

REVISION
 DATE
 IPC
 1
 2
 3
 4
 PRINTED BY: JAA0BK4
 PLOT DATE/TIME: 07/26/2024 15:34:17
 Size: 11 x 17

MOT 603

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature	Date		
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature	Date		

Easement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Designer/Stake? []	CT/Special Mtr? []	Work with SMO? []	Survey/Stake? []
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY []	COUNTY RD []	COUNTY AIR []
	STATE RD []	FAA []	
	WMD []	RR XING []	DR. DIST. []
	TRANSM. []		
Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CA IV Transfer? []	



Job Owner:	Carey McCoy	M/A: MS	Township: 34 Range: 17 Section 26
Designer:	Joseph Alfonsi	OH/ACC/ RELOCATE LAT POLES AND INSTALL NEW LAT POLE W. 25KVA AETX	
Date:	07/26/2024	215 6TH AVE W, BRADENTON, FL, 34205	
Scale: 1" = 40'		Dwg No. 13418883_11x17 OH.xml	Map No. KT0598
0' 40' 80'		WR: 13418883	Page 2 of 2

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 31
Date: 1/29/2025
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 1/31/2025

Description: Material Testing

We are pleased to offer the following specifications and pricing to make the following changes:

Provide material testing for sitework and vertical construction that was to be provided by owner per the contract agreement. The testing cost will be carried as an allowance of \$67,472.90 with a contractor fee of \$6,376.20 added for a total increase of \$73,849.10 contract total. Testing will be billed on the actual quantity of testing services rendered at cost plus contractors fee.

The total direct cost to perform this work is	\$73,849.10
(Please refer to attached sheet for details.)	
Total:	\$73,849.10

If you have any questions, please contact me at 941-747-1062.

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Friday, February 14, 2025 7:37 AM
To: Greg Hodge; Madison Bittner
Cc: Chris Gray
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Greg,

Go ahead and issue a DEDUCT C.O. at this time for (\$699, 498.63)----- (1,433,328.58) + \$733,829.95= (\$699, 498.63). Please send it to me and Lance will sign it and we'll have it approved at council on 2/26/25.

Signed CR's
 CR 20 – Generator - \$268,639.38
 CR 21 – Unforeseen Demo - \$7,817.11
 CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)
 CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's
 CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)
 CR 31 – Material Testing - \$73,849.10
 CR32.1 – Concrete PO – (\$896,220.00)
 CR33.1 – Rebar PO – (\$491,105.00)
 CR 34.1 – Sheet Piling PO – (\$46,003.58)

Total: ADDS- \$428,487.21 DEDUCTS: (\$1,433,328.58)

Submitted by: Greg Hodge
NDC Construction

Thank you, JT

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

**Change Request 31 Price Breakdown
Continuation Sheet**

Description: Material Testing

Description	Labor	Material	Equipment	Subcontract	Other	Price
Soil & Concrete Testing		\$67,472.90				\$67,472.90
2% Overhead		\$1,416.93				\$1,416.93
SDI		\$978.36				\$978.36
Bond		\$607.26				\$607.26
Fee		\$3,373.65				\$3,373.65
					Subtotal:	\$73,849.10



January 29, 2025

NDC Development Company, LLC
1001 3rd Avenue West, Suite 600
Bradenton, FL 34205

Attention: Mr. Greg Hodge

Reference: Proposal for Construction Materials Testing for Sitework and Vertical
Bradenton Police Department HQ - CSD - NDC Construction - 1.29.25
Corner of 6th Avenue West and 3rd Street West, Bradenton, FL 34205
UES Proposal Number: 1110.0125.00074

Dear Mr. Hodge:

As requested, Universal Engineering Sciences, LLC. (Universal) is pleased to submit for your review and approval the unit price fees along with an estimated total fee for the above-referenced project. Our estimate is based upon our review of the project plans and specifications available to us, along with typical test frequencies for projects of this type.

PROJECT DESCRIPTION

This proposal is for sitework and vertical testing including utilities, driving areas, sidewalk, curb, and a 2-story Police HQ Building and Parking Garage with a combined 61,257SF Footprint on conventional concrete foundations with concrete masonry walls.

SCOPE OF SERVICES

Our construction materials testing services shall be performed in accordance with the provided project plans.

- Compaction testing
- Laboratory soil testing
- Plastic concrete sampling and testing
- Engineering technician inspection sampling & testing services
- Limerock bearing ratio testing
- Asphalt coring for density and thickness
- Structural steel inspection services
- Post-Tension elongation measurements

UES estimates a total fee for the above scope of services as follows:

Construction Materials Testing Estimate: \$67,472.90

(Estimate includes 10% Administrative Fee)

The actual number of tests shall depend on construction practices and the project schedule. The proposed estimate does not account for additional cost for retests and/or the additional work that is requested outside the above scope. **The testing services will be invoiced based on the actual quantity of testing services rendered at the indicated unit rates.** We understand that the testing services shall be performed on an on-call basis. **UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project or any resulting damage.**



Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

All services will be provided in accordance with the attached General Conditions and billed at the unit rates included on Exhibit 2.

This proposal shall remain effective for 6 months from the date on this proposal. Should you require more than this to formally authorize us to proceed we will require an update of our proposal to account for any changes in the scope of services and associated fees.

Attached you will find a copy of the Work Authorization/Proposal Acceptance Form and a copy of our General Conditions. If you want for us to begin our services, then please sign and return one copy of the Work Authorization/Proposal Acceptance Form. We trust this information is satisfactory for your current needs; however, if we can be of further assistance, please contact us. We appreciate the opportunity to present this service estimate proposal to you and look forward to providing our construction materials testing and inspection services on this and future projects.

Respectfully Submitted

UNIVERSAL ENGINEERING SCIENCES, LLC. – SARASOTA BRANCH



UNIVERSAL ENGINEERING SCIENCES

Services In: Geotechnical Engineering, Environmental Sciences,
Construction Materials Testing, Threshold Inspections, Pavement Evaluations

1748 Independence Blvd., Suite B-1, Sarasota, FL 34234

EXHIBIT 1: ESTIMATE FOR MATERIALS TESTING

Project: Bradenton Police Department HQ

Scope: Construction Materials Testing Services

UES Opportunity No.: 1110.0125.00074

Description	Quantity	Unit	Unit Rate	Cost
A. Sitework - Compaction				
In-Place Density Tests - Proofrolling Native (1 test per 2500sq.ft per 1' Lift)	25	tests	\$ 29.00	\$ 725.00
In-Place Density Tests - Building Pad Fill (1 test per 2500sq.ft per 1' Lift)		tests	\$ 29.00	\$ -
In-Place Density Tests - Foundations (1 test per 50 linear/Every Column Pad)	25	tests	\$ 29.00	\$ 725.00
In-Place Density Tests - Slab on Grade (1 test per 2500sq.ft per 1' Lift)	25	tests	\$ 29.00	\$ 725.00
Modified or Standard Proctor Lab Density Test	2	tests	\$ 175.00	\$ 350.00
Sieve Analysis Test (-200 Wash; Soil Classification)	2	tests	\$ 120.00	\$ 240.00
In-Place Density Tests - Site Utilities, Storm Drain, Sewer and Structures	144	tests	\$ 29.00	\$ 4,176.00
In-Place Density Tests - Roadway and Parking Lot Stab.Subgrade	10	tests	\$ 29.00	\$ 290.00
In-Place Density Tests - Roadway and Parking Lot Base	10	tests	\$ 29.00	\$ 290.00
Limerock Bearing Ratio Test (Base & Stab.Subgrade material; City ROW)	2	tests	\$ 370.00	\$ 740.00
Asphalt Content and Gradation Bulk Sample	1	tests	\$ 300.00	\$ 300.00
Asphalt Cores For Density and Thickness	4	each	\$ 70.00	\$ 280.00
Asphalt Core Rig Mobilization Fee	1	each	\$ 360.00	\$ 360.00
Site Concrete Test Cylinders	4	sets	\$ 115.00	\$ 460.00
Engineering Technician (2 Hour Minimum Trip Charge; Portal to Portal)	60	hrs	\$ 72.00	\$ 4,320.00
B. Concrete Sampling & Testing (Sets of 5 Cylinders with Slump) \$20.00 per cylinder				
Concrete Test Cylinders: Foundations	25	sets	\$ 115.00	\$ 2,875.00
Concrete Test Cylinders: Ground Floor Slab	25	sets	\$ 115.00	\$ 2,875.00
Concrete Test Cylinders: Stairway, Columns, Beams, Structure, Cell Fill	60	sets	\$ 115.00	\$ 6,900.00
Concrete Test Cylinders: Additional Floor Decks and Slabs	15	sets	\$ 115.00	\$ 1,725.00
Additional Test Cylinders: Extra Cylinders Cast For Early Breaks	75	cylinders	\$ 23.00	\$ 1,725.00
Engineering Technician	250	hrs	\$ 72.00	\$ 18,000.00
C. Additional Unit Fees				
Structural Steel/ Special Inspector (Visual Inspections)	120	hr	\$ 82.00	\$ 9,840.00
Post-Tension Elongation Measurements	24	hr	\$ 82.00	\$ 1,968.00
Certified Welding Inspector (Visual and UT Welding Inspections)		hr	\$ 145.00	\$ -
Project Engineer		hr	\$ 185.00	\$ -
Construction Services Manager		hr	\$ 120.00	\$ -
Staff Engineer		hr	\$ 145.00	\$ -
Testing Final Certification Package	1	each	\$ 775.00	\$ 775.00
Inspection Final Certification Letter	1	each	\$ 675.00	\$ 675.00
Estimated Total Fee w/ 10% admin fee				\$ 67,472.90

EXHIBIT 2
2025 SCOPE OF WORK AND COST ESTIMATE FOR
CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Construction Materials Testing and Inspection	Unit Fee
A. In-Place Density Tests	\$ 29.00 each
B. Concrete Compressive Strength for Cylinders (includes curing, capping, testing)	\$ 23.00 each
C. Compressive Strength Masonry Fill Cell Grout	\$ 115.00 per set
D. Mortar Testing	\$ 29.00 per cube
E. Concrete Masonry Unit Compressive Strength	\$ 170.00 each
F. Concrete Air Content Test	\$ 30.00 each
G. Compaction/Fill Certification – Residential House Pad - Test with Penetrometer	\$ 330.00 per trip / per pad
H. Shallow Soil Bearing Test and Report - Pre-permit Lot Certification	\$ 440.00 per test / lot
I. Modified or Standard Proctor Density Test	\$ 175.00 each
J. Limerock Bearing Ratio Test	\$ 370.00 each
K. Gradation – Sieve Analysis Test - Soil Classification	\$ 120.00 each
L. Soil Organic Content Test	\$ 90.00each
M. Atterberg Limit Test	\$ 120.00 each
N. Soil Cement - Field Bag Samples for Compressive Strength Tests	\$ 90.00 per pill
O. Cores for Thickness & Density Test	\$ 70.00 each
P. Core Rig Mobilization	\$ 360.00 per trip
Q. Engineering Technician (Portal to Portal)	\$ 72.00 per hour
R. Percent Fines Test (200 Wash)	\$ 55.00 each
S. Deleterious Materials Test	\$ 385.00 each
T. Soil Cement Mix Design	\$ 1,800.00 each
U. Floor Flatness/Level Test	\$1,200.00 each
V. Blower Door Testing Single Family	\$ 250.00 each
W. Blower Door Testing Multi-Family	\$ 125.00 per unit
B. NPDES Inspection Services	Unit Fee
<ul style="list-style-type: none"> • Universal provides inspection for National Pollutant Discharge Elimination System Compliance (NPDES) • Inspection Includes: Turbidity Monitoring, Silt Fence Monitoring, Storm water Inlet Protection, Monitoring Reports (Rain Event or Weekly), BMP Inspections • NPDES Inspection Services (Weekly or Rain Event and Report) • SWPPP Plan 	\$ 315.00 each
	\$ 2,425.00 each
C. Special Services Inspection/Consultation (if required)	Unit Fee
A. Structural Steel Visual Inspection/Welding Inspections – C.W.I.	\$ 145.00 per hour
B. Ultrasonic Weld (UT) Test	\$ 180.00 per test
C. Project Engineer	\$ 185.00 per hour
D. Construction Services Manager	\$ 120.00 per hour
E. Staff Engineer	\$ 145.00 per hour
F. Senior Engineering Technician	\$ 90.00 per hour
G. Testing Reports Final Certification Package, Sign & Seal by FL P.E.	\$ 775.00 each
H. Final Certification Letter for Inspections	\$ 675.00 each
I. Same Day Schedule Request or Request after 4pm Prior Day Scheduling Fee	\$ 80.00 each
J. Administrative Fee	10%

Notes:

1. Unit rates are based on providing test services during normal work hours (weekdays, 7:00 a.m. to 5:00 p.m.). For services scheduled beyond normal work hours, holidays and weekends will be billed at 1.50 times the applicable hourly rate.
2. All hourly services require a minimum of two (2) hours call-out per trip.
3. All scheduling requests require 24-hour advanced notice. Same day requests, when able to accommodate, will be assessed an additional \$80.00 service fee.
4. Since Universal does not have control over the contractor's construction practices, schedules, or inclement weather, the actual quantities may vary from our estimated quantities. You will only be invoiced for services requested and rendered.
5. Additional services, consultations, or meetings, when requested, will be invoiced at Universal's standard rates.
6. This fee estimate includes a PDF Email copy of the daily and laboratory reports. Please be sure to include the appropriate email address on the Work Authorization form and include any additional email addresses on the attached Distribution List. Additional hard copies can be provided at a fee of \$35.00 per hour for Technical Secretary time. Upon completion of the project, a final book of signed and sealed report copies will be compiled and mailed at the client's request.
7. A 10% administration fee will be added to the invoices.
8. Report review by Project Engineer (4) hrs. monthly minimum applied to all invoices.

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 32.1
Date: 2/6/2025
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 2/6/2025

Description: Maschmeyer PO - 20251065 - Concrete

We are pleased to offer the following specifications and pricing to make the following changes:

Cost of concrete to be purchased directly from Maschmeyer by The City of Bradenton via The City of Bradenton Purchase Order #20251065 Dated 11/21/2024. Total material cost of \$896,220.00.

Tax savings associated with the concrete purchased directly from Maschmeyer by The City of Bradenton via The City of Bradenton Purchase Order #20251065 Dated 11/21/2024.

Tax savings of \$51,723.20 is being applied towards the predetermined \$300k of tax savings.

The total direct cost to perform this work is	\$-896,220.00
(Please refer to attached sheet for details.)	
Total:	\$-896,220.00

If you have any questions, please contact me at 941-747-1062.

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Friday, February 14, 2025 7:37 AM
To: Greg Hodge; Madison Bittner
Cc: Chris Gray
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Greg,

Go ahead and issue a DEDUCT C.O. at this time for (\$699, 498.63)----- (1,433,328.58) + \$733,829.95= (\$699, 498.63). Please send it to me and Lance will sign it and we'll have it approved at council on 2/26/25.

Signed CR's
 CR 20 – Generator - \$268,639.38
 CR 21 – Unforeseen Demo - \$7,817.11
 CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)
 CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's
 CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)
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 CR32.1 – Concrete PO – (\$896,220.00)
 CR33.1 – Rebar PO – (\$491,105.00)
 CR 34.1 – Sheet Piling PO – (\$46,003.58)

Submitted by: Greg Hodge
NDC Construction

Total: ADDS- \$428,487.21 DEDUCTS: (\$1,433,328.58)

Thank you, JT

NDC Construction Company

1001 3rd Ave West Suite 600
 Bradenton, FL 34205
 Ph : 941-747-1062

**Change Request 32.1 Price Breakdown
 Continuation Sheet**

Description: Maschmeyer PO - 20251065 - Concrete

Description	Labor	Material	Equipment	Subcontract	Other	Price
Deduct Tax savings associated with the concrete purchased directly from Maschmeyer by The City of Bradenton via The City of Bradenton Purchase Order #20251065 Dated 11/21/2024.				\$-51,723.00		\$-51,723.00
Tax savings of \$51,723.20 is being applied towards the predetermined \$300k of tax savings.		\$51,723.00				\$51,723.00
Deduct cost of concrete to be purchased directly from Maschmeyer by The City of Bradenton via The City of Bradenton Purchase Order #20251065 Dated 11/21/2024. Total material cost of \$896,220.00.				\$-896,220.00		\$-896,220.00

Subtotal: \$-896,220.00



ORIGINAL

Purchase Order

Fiscal Year 2025

Page: 1 of: 1

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1411 9TH ST W
BRADENTON, FL 34205
Email: pw purchasing@bradentonfl.gov
Phone: 941-708*6300

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20251065 - 00**

Delivery must be made within doors of specified destination.

V
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MASCHMEYER CONCRETE COMPANY OF FLORIDA
1142 WATER TOWER ROAD
LAKE PARK, FL 33403

S
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255 6th. Ave West,
Bradenton, FL 34205
NDC Construction
Attn. Greg Hodge 941-780-7408

Vendor Phone Number		Vendor E-mail Address		Requisition Number	Delivery Reference
		SWITTMAN@MASCHMEYER.COM		2501315	Jean Totti
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location
11/22/2024	120813				EXECUTIVE PUBLIC WORKS

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	DPO - Concrete - BPDHQ				
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Direct Purchase Order - Concrete BPDHQ	1.0		\$896,220.00	\$896,220.00
	GL Account: 308-50-52100-00000-0000-0000-0000-0000-563000			\$896,220.00	
	***** GL SUMMARY *****				
	308-50-52100-00000-0000-0000-0000-0000-563000			\$896,220.00	

Jean Totti
POBuyer Name

FINANCE COPY

PO Total

J
\$896,220.00 93

The City of Bradenton - Bradenton Police Department HQ

DPO Request Form

DATE OF REQUEST: 11/21/2024
(REQUIRED)

QUOTE # Dated 10/4/24
(REQUIRED)

Purchase Order # 20251065-00

The City of Bradenton - Bradenton Police Department

SHIP TO: 255 6th Ave West Bradenton, FL 34205

	<u>VENDOR INFO:</u>	<u>SUBCONTRACTOR INFO:</u>
NAME:	Maschmeyer	B&M Concrete LLC
ADDRESS:	1142 Watertower Rd	5030 Denver St
CITY,ST,ZIP:	Lake Park, FL 33403	Tampa, FL 33619
CONTACT:		Bryan Ray
PHONE#:		407-468-0313

VENDOR # 120813

QTY	DESCRIPTION	Units	AMOUNT
	Concrete (Quote dated 10/4/24)		861,220.00
	Fuel Surcharge		15,000.00
	Environmental Surcharge		20,000.00

TAX EXEMPT # 85-8012621545C-7

	<small>(REQUIRED)</small>
Subtotal Material:	\$861,220.00
Surcharges:	\$35,000.00
Total:	\$896,220.00
Tax Savings:	\$51,723.00

IF NEW VENDOR CHECK HERE TO SEND W-9

MUST PROVIDE RECEIPT FOR ALL PURCHASES IN STORE, ON LINE OR BY PHONE.

Please send all invoices to rebeccac@ndcconstruction.com
& bryan@bmconcretellc.com

11/21/24
DATE

DATE APPROVED

NDC CONSTRUCTION APPROVAL:

AUTHORIZING SIGNATURE(S):



TODAY'S DATE:	10/04/24
DELIVERY DATE:	
PAID @ PLANT:	
COM ORDER #	

TBR Block Customer Service: 813-348-9994

CASH:	_____
CHECK:	_____
C CARD:	_____
OTHER:	_____

Name	<u>Bradenton Police Headquarters</u>	PHONE	_____
Del Add:	<u>6th Ave West Bradenton Fl 34205</u>		

QTY	CODE	DESCRIPTION	UNIT PRICE	AMOUNT
500	P4G090480420	4000 GREG 0.48	\$ 169.00	\$ 84,500.00
120	P6GB90381620	6000 BREG HR 0.38	\$ 177.00	\$ 21,240.00
1350	P6GB10321620	6000 BREG HR 0.32	\$ 177.00	\$ 238,950.00
2100	P4G090481620	4000 REG HRWR 0.48	\$ 169.00	\$ 354,900.00
280	P4GB90481620	4000 BREG HRWR 0.48	\$ 171.00	\$ 47,880.00
600	P4G290451630	4000 PREG HR 0.45	\$ 175.00	\$ 105,000.00
50	P4G590451630	4000 PRPM HR 0.45	\$ 175.00	\$ 8,750.00
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
5000	Fuel	Fuel Surcharge	\$ 3.00	\$ 15,000.00
5000	Enviro	Environmental Surcharge	\$ 4.00	\$ 20,000.00
				\$ -
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				\$ -

	SUB TOTAL	\$	896,220.00
TAX	0.00%	\$	-
	TOTAL	\$	896,220.00

SPECIAL NOTES: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Maschmeyer Concrete Company of Florida</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1142 Watertower Road</p> <p>6 City, state, and ZIP code Lake Park, FL 33403</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
3	1		-	1	2	0	7	2	1
7									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► 01/02/2024
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 33.1
Date: 2/6/2025
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 2/6/2025

Description: R&R Rebar PO - 20251066 - Rebar

We are pleased to offer the following specifications and pricing to make the following changes:

Cost of Rebar to be purchased directly from R&R Rebar by The City of Bradenton via The City of Bradenton Purchase Order #20251066 Dated 11/21/2024. Total material cost of \$491,105.

Tax savings associated with the Rebar purchased directly from R&R Rebar by The City of Bradenton via The City of Bradenton Purchase Order #20251066 Dated 11/21/2024.

Tax savings of \$29,516.30 is being applied towards the predetermined \$300k of tax savings.

The total direct cost to perform this work is	\$-491,105.00
(Please refer to attached sheet for details.)	
Total:	\$-491,105.00

If you have any questions, please contact me at 941-747-1062.

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Friday, February 14, 2025 7:37 AM
To: Greg Hodge; Madison Bittner
Cc: Chris Gray
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Greg,

Go ahead and issue a DEDUCT C.O. at this time for (\$699, 498.63)----- (1,433,328.58) + \$733,829.95= (\$699, 498.63). Please send it to me and Lance will sign it and we'll have it approved at council on 2/26/25.

Signed CR's
 CR 20 – Generator - \$268,639.38
 CR 21 – Unforeseen Demo - \$7,817.11
 CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)
 CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's
 CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)
 CR 31 – Material Testing - \$73,849.10
 CR32.1 – Concrete PO – (\$896,220.00)
 CR33.1 – Rebar PO – (\$491,105.00)
 CR 34.1 – Sheet Piling PO – (\$46,003.58)

Total: ADDS- \$428,487.21 DEDUCTS: (\$1,433,328.58)

Submitted by: Greg Hodge
NDC Construction

Thank you, JT

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

**Change Request 33.1 Price Breakdown
Continuation Sheet**

Description: R&R Rebar PO - 20251066 - Rebar

Description	Labor	Material	Equipment	Subcontract	Other	Price
Deduct tax savings associated with the Rebar purchased directly from R&R Rebar by The City of Bradenton via The City of Bradenton Purchase Order #20251066 Dated 11/21/2024.				\$-29,516.30		\$-29,516.30
Tax savings of \$29,516.30 is being applied towards the predetermined \$300k of tax savings.		\$29,516.30				\$29,516.30
Deduct cost of Rebar to be purchased directly from R&R Rebar by The City of Bradenton via The City of Bradenton Purchase Order #20251066 Dated 11/21/2024. Total material cost of \$491,105.				\$-491,105.00		\$-491,105.00

Subtotal: \$-491,105.00



ORIGINAL

Purchase Order

Fiscal Year 2025

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20251066 - 00**

Delivery must be made within doors of specified destination.

BILL TO

1411 9TH ST W
BRADENTON, FL 34205
Email: pw purchasing@bradentonfl.gov
Phone: 941-708*6300

VENDOR

R & R REBAR FABRICATORS, INC.
PO BOX 247
SEFFNER, FL 33583

SHIP TO

255 6th. Ave West,
Bradenton, FL 34205
NDC Construction
Attn. Greg Hodge 941-780-7408

Vendor Phone Number		Vendor E-mail Address		Requisition Number	Delivery Reference
		PATTIH@RRREBAR.COM		2501313	Jean Totti
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location
11/22/2024	120769				EXECUTIVE PUBLIC WORKS

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	DPO - Reinforcing Bars - BPDHQ				
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Direct Purchase Order - Reinforcing Bars - BPDHQ GL Account: 308-50-52100-00000-0000-0000-0 000-0000-563000	1.0		\$491,105.00	\$491,105.00
	***** GL SUMMARY ***** 308-50-52100-00000-0000-0000-0000-000 0-563000				

Jean Totti
POBuyer Name

FINANCE COPY

PO Total

JT
\$491,105.00

The City of Bradenton - Bradenton Police Department HQ

DPO Request Form

DATE OF REQUEST: 11/21/2024
(REQUIRED)

QUOTE # 24-02-14
(REQUIRED)

Purchase Order # 20251066-00

The City of Bradenton - Bradenton Police Department

SHIP TO: 255 6th Ave West Bradenton, FL 34205

	<u>VENDOR INFO:</u>	<u>SUBCONTRACTOR INFO:</u>
NAME:	<u>R&R Rebar Fabricators, Inc</u>	<u>B&M Concrete LLC</u>
ADDRESS:	<u>P.O. Box 247</u>	<u>5030 Denver St</u>
CITY,ST,ZIP:	<u>Seffner, Florida 33583</u>	<u>Tampa, FL 33619</u>
CONTACT:	<u>Vic Hall</u>	<u>Bryan Ray</u>
PHONE#:	<u>407-948-7654</u>	<u>407-468-0313</u>

VENDOR # 120769

QTY	DESCRIPTION	Units	AMOUNT
424.19	Reinforcing Bars (Quote #24-02-14)	tns	491,105.00

TAX EXEMPT # 85-8012621545C-7

	<small>(REQUIRED)</small>
Subtotal:	491,105.00
Tax Savings:	\$29,516.30
Surcharges:	
Shipping:	

IF NEW VENDOR CHECK HERE TO SEND W-9

MUST PROVIDE RECEIPT FOR ALL PURCHASES IN STORE, ON LINE OR BY PHONE.

Please send all invoices to rebeccac@ndcconstruction.com
& bryan@bmconcretellc.com

11/21/24
DATE

NDC CONSTRUCTION APPROVAL:

DATE APPROVED

AUTHORIZING SIGNATURE(S):



REBAR FABRICATORS, INC.

www.rrrebar.com - P.O. Box 247, Seffner, Florida 33583 - Phone (813) 685-6717 - Fax (813) 661-3579

TO:	City of Bradenton i/c/o: B & M Concrete	DATE:	May 13, 2024
ATTENTION:	Email: colby@bmconcretellc.com	REVISION DATE:	Oct. 31, 2024
PROJECT:	Bradenton Police HQ	QUOTATION#:	24-02-14
LOCATION:	Bradenton, Florida	SALESMAN:	Vic Hall 407-948-7654
DRAWINGS:	Dated: 5/1/2024, 100% CDs; S001-S005, S100,A-C, S101,A-C, S102,A-C, S103,A-B, S104, S200-S204, S301-S307, S401, S501-S511, S600		

We propose to furnish and bulk deliver according to the above drawings and in accordance with the CRSI Manual of Standard Practice the following reinforcing bar material, cut, bent, bundled, and tagged:
(PRICES QUOTED BELOW DO NOT INCLUDE TAX)

Approximately 424.19 Tons Reinforcing Bars \$ 491,105.00 Tax Exempt

BREAKDOWN

Foundation	= 121.53 Tons	PT Slabs & Beams	= 150.29 Tons
SOG	= 70.06 Tons	Tie Beams	= 7.91 Tons
Walls	= 50.15 Tons	Metal Deck	= 9.85 Tons
Columns	= 14.70 Tons		

SPECIAL PRICING CONDITIONS:

1. Due to the uncertainty of continuing mill pricing increases, and availability of materials, this proposal will be in effect for 15 days.
2. Any undelivered materials, including accessory items starting 02/01/2025 will be subject to review for possible pricing increases the first of each month for the duration of the project. (Price reviews will be based on documented supplier increases not to exceed \$50.00/Ton per review).

PLEASE NOTE CONTRACT DRAWING REVISIONS:

There will be a \$50.00 per detailed ton fee for contract/engineer drawing revisions after initial drawings have been submitted for approval. In the event this contract is cancelled after commencement of the drawings, Contractor will be responsible for payment for the completed or partially completed drawings at a rate of \$50.00 per detailed ton.

CUSTOMER ACKNOWLEDGEMENT (Initials) _____

PRICE INCLUDES:

1. Reinforcing bars Grade 60, ASTM A615
2. Placing plans and bar list for approvals and field use per ACI Standards
3. **Accessories:**
 - a. **7,200LF – ¾" Slab Bolster w/ Plastic Tip**
 - b. **4,700LF – 1 ½" Beam Bolster w/ Plastic Tip**
 - c. **468pcs #6 Buttonheads**
 - d. **350pcs #9 ZAP Screwlok SL Couplers**
 - e. **400pcs #9 Buttonheads**
4. **23 Deliveries**. Delivery FOB our truck jobsite at curbside or as far as trucks can reasonably go under their own power. Two (2) hours unload time, beyond two hours will be subject to a \$100.00/hr. premium
5. **All material to be delivered in full truckloads (21-23 Tons). Trips less than full loads that are requested by Customer, and are not part of the final delivery, will be subject to additional charges to the contractor**

WE EXCLUDE:

1. Supports for reinforcing bars on grade or fills
2. Wire mesh and/or supports
3. Bar positioners for masonry reinforcing
4. Accessories for alignment of vertical reinforcing (spacers, etc.)
5. Supports for reinforcing bars on metal deck
6. Beam bolsters placed longitudinal in beams
7. Reinforcing or supports for precast, prestressed, and/or post tension items



PROJECT: Bradenton Police HQ

QUOTATION #: 24-02-14

- 8. Post tension back-up bars
- 9. Rebar not shown or implied on drawings; Rebar shown on pages not listed in the "Drawings" Section above.
- 10. Threaded rebar and/or mechanical couplers
- 11. A 706 rebar (weldable), Galvanized, Stainless Steel or Epoxy Coated bars
- 12. Tie wire
- 13. Smooth bars
- 14. Unloading or installation of any material
- 15. Review or stamp of placing plans by a professional engineer
- 16. All site reinforcing
- 17. Auger Cast Pile reinforcing
- 18. Retainage & Performance Bonds

TERMS & CONDITIONS: The above Proposal is entered into by and between R&R Rebar Fabricators, Inc. (hereinafter R&R) and Buyer and, upon execution of the Proposal, Buyer agrees to the following:

- 1. **APPROVAL.** All sales are subject to credit approval. The Terms and Conditions of the R&R Credit Application are incorporated into this Proposal.
- 2. **AVAILABILITY.** This Quotation is subject to the availability of the required/estimated reinforcing materials and/or accessories AT THE TIME OF AWARD.
- 3. **PAYMENT.** R&R shall be paid NET THIRTY (30) DAYS from the date of invoice. All payments shall be made without set-off nor contingent upon any third party act including, but not limited to, Buyer's receipt of payment from the owner, lender, or any other party. Buyer agrees to pay R&R in accordance with the escalation policy as specifically identified in the Proposal. R&R does not relinquish any right to file a lien or bond claim if payment is not made in full and in accordance with quoted terms.
- 4. **PURCHASE ORDER.** When applicable, this Proposal is subject to the execution of a mutually acceptable purchase order. Unless stated otherwise, the prices, materials, terms and conditions contained in the Proposal shall become part of the purchase order. In the event R&R is expected to perform work or supply materials prior to execution of a purchase order by R&R and Buyer, R&R shall be paid for such work and/or materials in accordance with this Proposal.
- 5. **SCHEDULE.** Shipments are subject to a mutually agreed upon schedule. Fabrication and delivery shall be scheduled after written release from Buyer. The return of approved shop drawings does not constitute a release for fabrication. Failure to uphold the payment terms of this proposal may affect the shipping schedule of this project without penalty to R&R.
- 6. **NONCONFORMING GOODS.** It is Buyer's responsibility to inspect all materials upon delivery. Should any of the materials be nonconforming, Buyer must notify R&R in writing within seventy-two (72) hours of delivery. R&R shall be allowed a reasonable amount of time to correct any nonconformity. Buyer's failure to notify R&R of the nonconformity within seventy-two hours of delivery shall constitute acceptance of the goods and Buyer shall be liable to R&R for the total invoice price.
- 7. **PLANS.** R&R Rebar Fabricators, Inc. does not accept responsibility for plans that do not comply with any and all applicable building codes. If placing plans and shop bar list are waived, the buyer agrees to accept the unapproved drawings made by R&R Rebar Fabricators, Inc. drafting department as they are and assumes any and all financial responsibility for any and all changes made by the contractor, architect, engineer and/or owner, extra –to-contract and will incur freight charges.
- 8. **CHANGE ORDER.** Lump Sum Pricing based on Plans & Specifications listed above. Any changes to this Proposal or a subsequent purchase order requested by Buyer and sent by R&R to Buyer that are not signed by Buyer or owner within ten (10) days of receipt shall be deemed accepted by Buyer.
- 9. **LEED.** R&R Rebar Fabricators, Inc. is not compliant with LEED Version 4, which is a voluntary requirement.
- 10. **WAIVER.** Waiver by R&R of any breach of the above terms shall not be deemed a waiver of breach on any other occasion for the same terms or a waiver for any other terms contained herein.
- 11. **INTEGRATION.** This Proposal shall become a contract of sale when signed and accepted by both parties and represents R&R's full scope and intent to provide materials to Buyer and, if accepted, constitutes the final, complete, and exclusive agreement between the parties. Any modification of the terms contained in this Proposal or any resulting purchase order must be in writing, signed by both parties.

Submitted By:
 NAME: Vic Hall 407-948-7654
 TITLE: Sales
 DATE: October 31, 2024

Accepted By:
 NAME: _____
 TITLE: _____
 DATE: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">R & R Rebar Fabricators, Inc</div>	
	2 Business name/disregarded entity name, if different from above. <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">PO Box 247</div>	Requester's name and address (optional)
	6 City, state, and ZIP code <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Seffner, FL 33583</div>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> </tr> </table>					<table border="1" style="width: 20px; height: 20px;">-</table>	<table border="1" style="width: 20px; height: 20px;"> </table>	<table border="1" style="width: 20px; height: 20px;">-</table>	<table border="1" style="width: 20px; height: 20px;"> </table>	<table border="1" style="width: 20px; height: 20px;"> </table>	<table border="1" style="width: 20px; height: 20px;"> </table>	<table border="1" style="width: 20px; height: 20px;"> </table>

or																																												
Employer identification number																																												
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Mattie J. Schubertson</i>	Date <i>March 26, 2024</i>
------------------	---	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 34.1
Date: 2/6/2025
Job: 00587 Bradenton Police Dept HQ
Phone:
Date Sent: 2/6/2025

Description: Seaboard Steel PO - 20251869 - Sheet Piling

We are pleased to offer the following specifications and pricing to make the following changes:

Cost of Sheet Piling purchased directly from Seaboard Steel by The City of Bradenton via The City of Bradenton Purchase Order #20251869 Dated 1/9/2025. Total material cost of \$46,003.58.

Tax savings associated with the Sheet Piling purchased directly from Seaboard Steel by The City of Bradenton via The City of Bradenton Purchase Order #20251869 Dated 1/9/2025.

Tax savings of \$2,810.21 is being applied towards the predetermined \$300k of tax savings.

The total direct cost to perform this work is	\$-46,003.58
(Please refer to attached sheet for details.)	
Total:	\$-46,003.58

If you have any questions, please contact me at 941-747-1062.

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Friday, February 14, 2025 7:37 AM
To: Greg Hodge; Madison Bittner
Cc: Chris Gray
Subject: RE: [EXTERNAL] Bradenton PD HQ - OAC

Greg,

Go ahead and issue a DEDUCT C.O. at this time for (\$699, 498.63)----- (1,433,328.58) + \$733,829.95= (\$699, 498.63). Please send it to me and Lance will sign it and we'll have it approved at council on 2/26/25.

Signed CR's
 CR 20 – Generator - \$268,639.38
 CR 21 – Unforeseen Demo - \$7,817.11
 CR 24 – Fence VE - \$0.00 (\$88,943 of savings towards \$300,00 included in contract)
 CR 27 – FPL Relocation - \$28,886.74

Total: 305,342.74

Pending Review CR's
 CR19- Revision #1 on Drawings - \$354,638.11 (Rob said to include on 2/26 meeting)
 CR 31 – Material Testing - \$73,849.10
 CR32.1 – Concrete PO – (\$896,220.00)
 CR33.1 – Rebar PO – (\$491,105.00)
 CR 34.1 – Sheet Piling PO – (\$46,003.58)

Submitted by: Greg Hodge
NDC Construction

Total: ADDS- \$428,487.21 DEDUCTS: (\$1,433,328.58)

Thank you, JT

NDC Construction Company

1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

**Change Request 34.1 Price Breakdown
Continuation Sheet**

Description: Seaboard Steel PO - 20251869 - Sheet Piling

Description	Labor	Material	Equipment	Subcontract	Other	Price
Deduct tax savings associated with the Sheet Piling purchased directly from Seaboard Steel by The City of Bradenton via The City of Bradenton Purchase Order #20251869 Dated 1/9/2025.				\$-2,810.21		\$-2,810.21
Tax savings of \$2,810.21 is being applied towards the predetermined \$300k of tax savings.		\$2,810.21				\$2,810.21
Deduct cost of Sheet Piling purchased directly from Seaboard Steel by The City of Bradenton via The City of Bradenton Purchase Order #20251869 Dated 1/9/2025. Total material cost of \$46,003.58.				\$-46,003.58		\$-46,003.58

Subtotal: \$-46,003.58



ORIGINAL

Purchase Order

Fiscal Year 2025

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20251869 - 00**

Delivery must be made within doors of specified destination.

BILL TO

888 13TH AVE E
BRADENTON, FL 34208
Email: pw purchasing@bradentonfl.gov
Phone: 941-708-6300

VENDOR

SEABOARD STEEL CORPORATION
3912 GOODRICH AVE
SARASOTA, FL 34234

SHIP TO

See Shipping Information Below

Vendor Phone Number		Vendor E-mail Address		Requisition Number	Delivery Reference
				2502177	Jean Totti
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location
01/09/2025	120857				ENGINEERING DIVISION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	DPO - Building Materials for BPDHQ				
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	DPO - Building Materials for BPDHQ GL Account: 308-50-52100-00000-0000-0000-0000-563000	1.0		\$46,003.58	\$46,003.58
	Ship To: 888 13TH AVE E BRADENTON, FL 34208 Email: pw purchasing@bradentonfl.gov Phone: 941-708-6300				
	DPO Ship to: City of Bradenton 255 6th Ave W Bradenton, FL 34205				
	***** GL SUMMARY ***** 308-50-52100-00000-0000-0000-0000-0000-563000			\$46,003.58	

Jean Totti 01/10/25

POBuyer Name

FINANCE COPY

PO Total

\$46,003.106

The City of Bradenton - Bradenton Police Department HQ

DPO Request Form

DATE OF REQUEST: 1/7/2025
(REQUIRED)

QUOTE # 6135
(REQUIRED)

Purchase Order # 20251869

The City of Bradenton - Bradenton Police Department

SHIP TO: 255 6th Ave West Bradenton, FL 34205

	<u>VENDOR INFO:</u>	<u>SUBCONTRACTOR INFO:</u>
NAME:	Seaboard Steel Corporation	Duncan Seawall Dock & Boat Lift
ADDRESS:	P.O. Box 3408	1714 Independence Blvd.
CITY,ST,ZIP:	Sarasota, FL 34230	Satasota, FL 34234
CONTACT:	lei@seaboardsteel.com	Steve Porter
PHONE#:	941-355-9773	941-351-1553

VENDOR #

QTY	DESCRIPTION	Units	AMOUNT
	Steel Package		46,003.58

TAX EXEMPT # 85-8012621545C-7

	<small>(REQUIRED)</small>
Subtotal:	46,003.58
Tax Savings:	\$2,810.21
Surcharges:	
Shipping:	

IF NEW VENDOR CHECK HERE TO SEND W-9

MUST PROVIDE RECEIPT FOR ALL PURCHASES IN STORE, ON LINE OR BY PHONE.

Please send all invoices to rebeccac@ndcconstruction.com & steveporter@duncanseawall.com

1/8/24
DATE

NDC CONSTRUCTION APPROVAL:

DATE APPROVED

AUTHORIZING SIGNATURE(S):

SEABOARD STEEL CORPORATION
P. O. BOX 3408
SARASOTA, FL 34230

Estimate

Date	Estimate #
12/2/2024	6135

Name / Address
Duncan Seawall, Dock & Boat Lift, LLC 1714 Independence Blvd. Sarasota, FL 34234 Steve Porter 941-809-6432 steveporter@duncanseawall.com

Ship To
Bradenton PD Stormwater Pond #3 The City of Bradenton 255 6th Avenue West Bradenton, FL 34205

Description	Qty	Rate	Total	P.O. No.	FOB	Project
24 pairs NEW SKZ-24 Cold-Formed Steel Sheet Pile in 20' lengths Bare Material Price per Pound delivered to Jobsite	55,132.8	0.78	43,003.58T			
2 pcs SKLC 90 Steel Sheet Pile Connectors in 20' lengths Price per Lineal Foot	40	75.00	3,000.00T			
Delivery on all the above is 8 to 10 days						
The above Prices are subject to Mill and Freight increases at time of Order						
					Subtotal	\$46,003.58
					Sales Tax (0.0%)	\$0.00
					Total	\$46,003.58

Phone #	Fax #	E-mail
941-355-9773	941-351-7064	lei@seaboardsteel.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Seaboard Steel Corporation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3912 Goodrich Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Sarasota, FL 34234	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
5	9		0	7	9	7	4	9	3		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/22/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

February 28, 2025

Sent via USPS and Electronic Mail

Bradenton City Hall
Attn: Mayor Gene Brown (gene.brown@bradentonfl.gov)
101 Old Main Street
Bradenton, FL 34205

City of Bradenton Police Department
Attn: Chief of Police Melanie Bevan
100 10th Street West
Bradenton, FL 34205

City of Bradenton Purchasing
Attn: Tammy Winton-Spearman (Tammy.Winton-Spearman@bradentonfl.gov)
1300 6th Street West
Bradenton, FL 34208

Regarding: Architectural Design Services Agreement dated November 11, 2022 for the City of Bradenton Police Headquarters Project

Subject: Change Order Number: 001 dated February 14, 2025, to Contract For: General Construction dated July 24, 2024

Dear Mayor Brown, Chief Bevan, and Ms. Winton-Spearman:

AECOM Technical Services, Inc. received the February 20, 2025 email from Jean Totti, on behalf of the City of Bradenton, transmitting attachment of, and requesting AECOM sign in its capacity as Project Architect, Change Order No. 001 dated February 14, 2025 ("CO No. 1") to the Contract For: General Construction dated July 24, 2024 between the City and NDC Construction Company for the construction of the Project. CO No. 1 identifies the Contract Amount prior to this Change Order as \$33,904,606.89, and decreases the Contract Sum by \$699,498.63, resulting in a new Contract Sum including this Change Order of \$33,205,308.26. A copy of Co. No. 1 (omitting the 57 pages of attached backup) is attached for reference.

Please take notice, these CO No. 1 Contract Amounts are not recognized under, and directly conflict with, the Agreement between AECOM and the City, whereunder the Project Cost amount (which is defined in Section 6.1.1 to mean, in summary, total cost to Owner to construct all elements of the Project designed or specified by the Architect including the Contractors' costs), as currently recognized and contractually agreed to by the City, remains the initial Project Cost of \$18,000,000 that was initially included in the Agreement. Notably, AECOM submitted a Change Order No.05 dated July 11, 2024 for the purpose of adjusting the Project Cost amount set forth in the Agreement to reflect the updated and accurate Project Cost of \$33,904,807 that AECOM understood the City to have approved in July 2024. However, despite numerous requests by AECOM, including, without limitation, AECOM's January 8, 2025 letter, the City has to date declined to modify the Agreement, as required by its terms, to adjust the Project Cost to reflect the current and accurate Project Cost amount, and as a result, the Project Cost currently recognized and agreed to by the City under the Agreement remains the initial Project Cost of \$18,000,000. Consequently, AECOM is

unable to sign and agree to the Contract Amounts listed in CO No. 1 because of the direct conflict and significant disparity between the CO No. 1 Contract Amounts and the Project Cost that is recognized and agreed to by the City per the terms of AECOM's Agreement with the City, and which the City, despite AECOM's numerous requests, has and continues to refuse to modify.

Upon formal modification of the Agreement to update and correct the Project Cost amount, and thereby bringing the Project Cost recognized and agreed under the Agreement into alignment with the Contract Amounts listed in CO No. 01, AECOM would then be able to sign and agree to amounts listed in the CO No. 01. We have attached for your reference, AECOM's January 8, 2025 letter, which includes for the City's signature, the Change Order No. 05.

Should you have any questions or concerns, please let me know (tel: +1(407)284-4784; email: randy.mejeur@aecom.com).

Very truly yours,



Randy Mejeur, Vice President

Enclosures: February 14, 2025 Change Order No. 1 to Contract For: General Construction (omits 57 page backup attachment)
January 8, 2025 Letter from AECOM to City
July 11, 2024 Change Order No. 5 to Architectural Services Agreement

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



AIA Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Bradenton Police Department Headquarters 705 3rd Street West Bradenton, FL 34205	CONTRACT INFORMATION: Contract For: General Construction Date: 07/24/2024	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 02/14/2025
OWNER: <i>(Name and address)</i> City of Bradenton 101 Old Main Street Bradenton, FL 34205	ARCHITECT: <i>(Name and address)</i> AECOM 7650 West Courtney Campbell Causeway Ste. 700 Tampa, FL 33607	CONTRACTOR: <i>(Name and address)</i> NDC Construction Company 1001 Third Avenue West Ste. 600 Bradenton, FL 34205

THE CONTRACT IS CHANGED AS FOLLOWS:

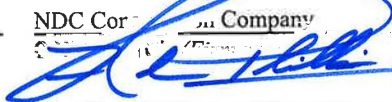
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See OCO No. 01 attachment dated 02/14/2025 for a description of added or changed scopes of work per revised drawings and Owners Request.

The original Contract Sum was	\$ 33,904,806.89
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 33,904,806.89
The Contract Sum will be decreased by this Change Order in the amount of	\$ 699,498.63
The new Contract Sum including this Change Order will be	\$ 33,205,308.26
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>AECOM</u> ARCHITECT <i>(Firm name)</i>	<u>NDC Construction Company</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Bradenton</u> OWNER <i>(Firm name)</i>
_____ SIGNATURE	 _____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	Adam Phillips, Vice President _____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	2/14/2025 _____ DATE	_____ DATE

January 8, 2025

Sent via USPS and Electronic Mail

Bradenton City Hall
Attn: Mayor Gene Brown (gene.brown@bradentonfl.gov)
101 Old Main Street
Bradenton, FL 34205

City of Bradenton Police Department
Attn: Chief of Police Melanie Bevan
100 10th Street West
Bradenton, FL 34205

City of Bradenton Purchasing
Attn: Tammy Winton-Spearman (Tammy.Winton-Spearman@bradentonfl.gov)
1300 6th Street West
Bradenton, FL 34208

Regarding: Architectural Design Services Agreement dated November 11, 2022 for the City of Bradenton Police Headquarters Project

Subject: Outstanding Change Order No. 005 dated July 11, 2024

Dear Mayor Brown, Chief Bevan, and Ms. Winton-Spearman:

This letter is in regard to the Architectural Design Services Agreement between the City of Bradenton and AECOM Technical Services, Inc. dated November 11, 2022, for the City of Bradenton Police Headquarters Project. More specifically, this letter addresses the outstanding status of, and requests any approvals that may be required for the City to proceed in signing and making payment to AECOM for, Change Order No. 005 dated July 11, 2024 that was submitted on or about that same date for the City's signature, a copy of which is enclosed for reference. As explained below, Change Order No. 005 is necessary to adjust the Fee for AECOM's Services in accordance with the terms of the Agreement, to account for additional fees owed to AECOM for services that have been satisfactorily performed and for which payment is overdue. AECOM was informed for the first time during a November 20, 2024 teleconference with the City that approval by the Mayor and Chief of Police is required before the City may sign Change Order No. 005. Accordingly, we have set forth below the relevant details regarding Change Order No. 005, and request that the Mayor and Chief of Police approve the Change Order.

Change Order No. 005 is necessary to true up the Fee for AECOM's Services: the Basic Services Compensation (6.77% of Project Cost) needs to be updated based on the actual Project Cost, and Supplemental Services Fee needs to be updated to reflect the deduction of scopes and corresponding fees for certain Supplemental Services in the Agreement that were not required, which are enumerated in the enclosed Change Order No. 005. The total Fee, and its component parts, Basic Services Compensation, and Supplemental Services Fee, are calculated using the information and methods prescribed in Sections

1.1.2 and 7 of the Agreement, Section B of the Addendum to the Agreement, and the City of Bradenton Police Headquarters Fees Analysis Exhibit to the Agreement.

The Agreement still reflects a Basic Services Compensation of \$1,218,600 (6.77% of the initial Project Cost estimate of \$18,000,000). The correct Basic Services Compensation is \$2,295,355 (6.77% of the July 2024 City approved Project Cost of \$33,904,807), which is a net increase of \$1,076,755 from \$1,218,600. The Project Cost amount is not disputed, but has been approved by the City. The method of calculating the Basic Services Compensation amount (6.77% of Project Cost) is not disputed, but expressly prescribed by the Agreement terms. Accordingly, the City is obligated to increase AECOM's Basic Services Compensation by the undisputed amount of \$1,076,755. Notably, per Section 10.2 of the Agreement, Basic Service Compensation is allocated 80% Design Services and 20% Construction Contract Administration; accordingly, the majority of the \$1,076,755 increase in compensation is for services that have already been performed and for which payment by the City is therefore overdue.

Additionally, the Agreement still reflects a Supplemental Services Fee of \$777,000, based on the initially anticipated scope of Supplemental Services and corresponding fees, each such scope and corresponding mutually agreed fee amount is specifically listed in the City of Bradenton Police Headquarters Fees Analysis Exhibit to the Agreement. The correct Supplemental Services fee is \$725,750, after deducting the scopes and corresponding fees of \$51,250 for several Supplemental Services that were ultimately not required, and which are enumerated in the enclosed Change Order No. 005. These Supplemental Services were determined unnecessary, and will not be performed. Therefore, a credit is owed for mutually agreed fees that correspond to these particular scopes of Supplemental Services, which are specifically listed in the City of Bradenton Police Headquarters Fees Analysis Exhibit to the Agreement. Accordingly, the credit of \$51,250, and the resulting revised Supplemental Services Fee of \$725,750 are all accurate and undisputed.

Therefore, the correct Total Fee is \$3,070,995 (Revised Basic Services Compensation of \$2,295,355 + Revised Supplemental Fee of \$725,750 + Expenses Allowance of \$49,890= \$3,070,995).

These simple fee adjustments are contractually required, undisputed, and accurately reflected in the enclosed Change Order No. 005 dated July 11, 2024. AECOM had dutifully submitted regular status update inquiries via email, on a weekly basis, since initially submitting Change Order No. 005 for the City's signature. However, the City's execution of Change Order No. 005 remains outstanding. As noted above, the City informed AECOM for the first time during the videoconference held November 20, 2024 that Change Order No. 005 required approval by the Mayor and Chief of Police. Therefore, we respectfully submit this letter to kindly request such approvals be granted, so that the City may proceed with executing the enclosed Change Order No. 005, as required by the contractual terms of the Agreement.

Additionally, AECOM had not yet billed for the remaining Fee owed, as the Agreement has not yet been formally modified to reflect the correct Fee amount, on account of the City's continuing failure to execute Change Order No. 005. However, as these Fee adjustments are not in dispute, but are calculated as specifically prescribed by the terms of the Agreement, AECOM is entitled to invoice and receive payment for these undisputed fees. The Construction Contract Administration Phase is approximately 34% complete through December 6, 2025 consistent with Invoice 2000968956 dated December 20, 2024 previously sent to the City, while the previous phases are complete. Accordingly, please find enclosed an invoice seeking payment in full for the remaining unpaid Fee that is outstanding, in the amount of \$884,256.28.00. In accordance with Section 10.5 of the Agreement, payment is due within 30 days of receipt. We kindly request that the City promptly remit payment for the enclosed undisputed invoice.

We greatly appreciate the City's time, consideration, and prompt action in addressing the outstanding matters identified above. We value highly our relationship with the City, as well as the opportunity to participate in this very important and exciting project.

Should you have any questions or concerns, please let me know (tel: +1(407)284-4784; email: randy.mejeur@aecom.com).

Very truly yours,



Randy Mejeur, Vice President

Enclosures: Change Order dated July 11, 2024
Invoice for Payment

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

AECOM Project Number: 60697269
AECOM Project Name: City of Bradenton Police Headquarters
Change Order No.: 005

CHANGE ORDER

In accordance with the Architectural Services Agreement, dated *November 11, 2022* between *City of Bradenton* ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of July 11th, 2024 modifies that Agreement as follows:

1. Changes to the Services:

The Project Cost of the project is now \$33,904,807.00. Consistent with Article 7 of the contract, 6.77% of the Project Cost for Basic Services is \$2,295,355, which is an increase of \$1,076,755 from the \$1,218,600 identified for Base Services included in the contract.

Certain supplemental services originally in the contract were not required and/or performed for the project. The following tasks, including their scope and related fee, are removed from the contract as part of this change order:

- Task 6.5 Phase 1 ESA (\$5,000.00)
- Task 6.6 Traffic Study (\$17,000.00)
- Task 6.8 Tree Inventory (\$4,500.00), and
- Task 7 Community Engagement (\$24,750.00)

The removal of these tasks from the scope of work removes \$51,250.00 from the contract value.

This change order is therefore a net increase in AECOM's compensation by \$1,025,505 to a total of \$3,070,995 including basic and supplemental services.

2. Change to Deliverables:

None

3. Change in Project Schedule (attach schedule if appropriate):

None

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

No change to Compensation

Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)

Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Lump Sum [\$ 1,025,505.00]

Milestone/Deliverable & Date	Payment Amount
Distributed across the design phases as articulated on page 14, article 10 of the contract.	\$1,025,505.00

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ 3,070,995.00

5. Project Impact:

6. Other Changes (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

ARCHITECT:
AECOM Technical Services, Inc.

CLIENT:
City of Bradenton



Signature

Signature

Randy Mejeur

Printed Name

Printed Name

Authorized Signatory / VP

Printed Title

Printed Title

07/11/2024

Date

Date

Address
7650 W Courtney Campbell Causeway, Suite
700, Tampa, FL 33607

Address

[End of Change Order]

Check Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 1178 Paysphere Circle
 Chicago, IL 60674

ACH Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 Account Number 5800937020
 ABA Number 071000039

Wire Transfer Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 New York, NY 10001
 Account Number 5800937020
 ABA Number 026009593
 SWIFT CODE BOFAUS3N



7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462
 Tel: 813-286-1711
 Fax: 813-287-8591

Federal Tax ID No. 95-2661922

ATTN : Accounts Payable
City of Bradenton
Public Works Department
1411 9th St. W.
Bradenton, FL 34205
United States

Invoice Date: 08-JAN-24
Invoice Number: AddServ1

Agreement Number: 60697269
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60697269
Bill Through Date : 12/06/24

Project Name : City of Bradenton New Police Headquarters

Phase Lump Sum

<u>Task Number</u>	<u>Description</u>	<u>Fee</u>	<u>Percent Complete</u>	<u>Earned</u>	<u>Previous</u>	<u>Current</u>
1	Site Eval & Select	112,250.00	100.00%	112,250.00	112,250.00	0.00
2	Pgm Verif & Concept	71,250.00	100.00%	71,250.00	71,250.00	0.00
3	Execute Phase (CDs)	1,165,450.00	100.00%	1,165,450.00	1,165,450.00	0.00
4	Permitting	60,930.00	100.00%	60,930.00	60,930.00	0.00
5	Construct Support	275,720.00	34.41%	94,883.34	94,883.34	0.00
6	Expenses	49,890.00	45.00%	22,450.50	22,450.50	0.00
7	Subs	310,000.00	93.00%	288,300.00	288,300.00	0.00
Removed	4 Removed Tasks	-51,250.00	100.00%	-51,250.00	0.00	-51,250.00
Mod1-1	Mod – Design	861,404.00	100.00%	861,404.00	0.00	861,404.00
Mod1-2	Mod – Construct Support	215,351.00	34.41%	74,102.28	0.00	74,102.28

Total Phase Lump Sum:

Project Total: City of Bradenton New Police Headquarters

884,256.28

884,256.28

Invoice Summaries

Total Current Amount :	884,256.28
Retention Amount :	0.00
Pre-Tax Amount :	884,256.28
Tax Amount :	0.00

Total Invoice Amount :

884,256.28

Billing Summaries

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Total Fee</u>	<u>Percent Complete</u>
Billings	884,256.28	1,815,513.84	2,699,770.12	3,070,995.00	87.91
Tax	0.00	0.00	0.00		
Billing Total :	884,256.28	1,815,513.84	2,699,770.12		

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-011EJ with Carahsoft Technology Corporation

SUGGESTED ACTION: Approve the agreement for Mayor's signature.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Carahsoft Technology Corporation ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with technology product solutions and related services to include materials, labor and equipment necessary. This Agreement is in accordance with the specifications per the Cobb County and Contractor Agreement for Technology Product Solutions and Related Services, including all amendments, Cobb County Solicitation No. 23-6692, and Contractor's response to No. 23-6692. The term of this contract shall commence upon execution by both parties and continue until April 30, 2026 with the option to review two (2) additional one-year periods through April 30, 2028.

FINANCIAL IMPACT:

Utilized through departments operational budgets.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by attorney Rudacille.

SUGGESTED MOTION:

Motion to approve agreement PB-25-011EJ with Carahsoft Technology Corporation.

ATTACHMENTS:

[Agreement PB-25-011EJ with Carahsoft Technology Corporation](#)



CITY OF BRADENTON, FLORIDA

AGREEMENT PB-25-011EJ BETWEEN THE CITY OF BRADENTON AND CARAHSOFT TECHNOLOGY CORPORATION

Carahsoft Technology Corporation (“Contractor”) agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with technology product solutions and related services to include materials, labor and equipment necessary to provide the services. This Agreement is in accordance with the specifications per Cobb County and Contractor’s Contract # 23-6692-01 for Technology Product Solutions and Related Services, including all amendments and attachments thereto, as Exhibit “A,” including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through April 30, 2026, with two (2) additional twelve (12) month automatic renewals, with the following modifications:

1. All references to the “Cobb County” or “County” shall be replaced with “City of Bradenton, Florida.”

2. The section entitled, “Governing Law”, shall be deleted in its entirety and replaced with the following:

Governing Law and Venue. All aspects of this Agreement shall be governed by the laws of the State of Florida, without regard to the conflict of law principles. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Twelfth Judicial Circuit in Manatee County, Florida.

3. The section entitled, “Billing”, shall be deleted in its entirety and replaced with the following:

Payment. Contractor shall render monthly invoices to the City for the items received by the City under the Agreement during the preceding month. Payments from the City shall be made in accordance with Florida’s Prompt Payment Act.

4. The section entitled, “Term”, shall be modified to include the following:

5. **Termination for Convenience.** City may terminate the Agreement or an Order without cause upon thirty (30) days written notice. If City terminates without cause, City will remain responsible for all Subscription Services Fees, but Workiva will refund City any prepaid and unearned Professional Services Fees outstanding as of the effective date of termination. Regardless of City’s exercise of its rights under this Section, any unpaid Subscription Service Fees for the then current Subscription Term shall be payable by City on or prior to the effective date of such termination even if such Fees are related to unused access to the Subscription Services. A new section, “Contract Documents”, shall be added to the Agreement as follows:

Contract Documents. The contract documents, which comprise the entire contract between the Parties and which are made a part hereof by reference, shall consist of the following:

1. Agreement PB-25-011EJ;
2. Security Standards, attached hereto as Exhibit “A”, and Data Processing Agreement, attached hereto as Exhibit “B”; and
3. All statements of work and purchase orders related to the Agreement.

(collectively, the “Contract Documents”). To the extent there is a conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

6. A new section, “Infringement Indemnification”, shall be added to the Agreement as follows:

Infringement Indemnification.

Contractor Indemnification. Contractor will: (a) defend City from and against any claim by a third party alleging that the Subscription Services, when used as authorized under this Agreement, infringes such third party’s patents, copyrights, or trademarks, and (b) in relation to such claim, indemnify and hold harmless City from any actual and reasonable costs and expenses, including attorneys’ fees, incurred in cooperating with Contractor’s defense of the claim and from any damages and costs awarded by a court or agreed to in settlement by Contractor (including reasonable attorneys’ fees).

Procedures for Indemnification. The indemnifying party’s (“**Indemnitor**”) obligations hereunder are expressly conditioned on the following: the party seeking indemnification (“**Indemnitee**”) shall (a) promptly notify Indemnitor in writing of any such claim of which Indemnitee has actual knowledge (provided that failure to do so will only release Indemnitor from this obligation to the extent that such failure led to material prejudice), (b) in writing, grant Indemnitor sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise may impose any monetary or other obligations on Indemnitee, and (c)

reasonably cooperate with Indemnitor to facilitate the settlement or defense of the claim.

Replacement. Should the Subscription Services become, or if in Contractor's opinion are likely to become, the subject of a claim of infringement of a patent, trade secret, trademark, or copyright, Contractor may (i) procure for City, at no additional cost to City, the right to continue to use the Subscription Services, (ii) replace or modify the Subscription Services, at no cost to City, to make it non-infringing, provided that the same function is performed by the replacement or modified Subscription Services, or (iii) if in Contractor's judgment the aforementioned "(i)" and "(ii)" are not commercially feasible, terminate this Agreement (or the applicable Order) and grant City a pro-rated refund of any advance Fees paid applicable to the remainder of the Subscription Term.

Combination. Contractor shall have no obligation under the foregoing with respect to: (i) the combination or use of the Subscription Services with any technology, software, hardware or services not provided by Contractor where the infringement would not have occurred but for such combination or use, unless there is no commercially reasonable non-infringing use of the Subscription Services without such use or combination, (ii) any claim that arises from ECity's non-compliance with Section 1.1(e), or (iii) any claim which would not have occurred but for City's modification.

Limitation. This Section 8 states the entire liability of Indemnitor with respect to third party infringement arising from the Services, Software, or City Data, or any parts thereof, and Indemnitor shall have no additional liability with respect to any alleged or proven infringement.

7. A new section, "Insurance", shall be added to the Agreement as follows:

Before performing any services, Contractor 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 City 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 City, its 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 City.

The City 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 Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

B) Commercial General Liability.

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

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

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined \$300,000
Annual Aggregate (if applicable) \$1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division 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 Contract. 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 Contract, including any warranty periods.

E) Complete Policies:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

- a. Represents that Contractor maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and
- b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) 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: **PB-25-011EJ**
- b. Certificate shall be mailed to:
The City of Bradenton

101 Old Main Street
Bradenton, FL 34205
Attn: Purchasing

8. A new section, Public Records, shall be added to the Agreement as follows:

Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Vendor shall comply with Florida’s public records laws as follows:

- A. Vendor shall keep and maintain public records required by the City in order to perform the service;
- B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- C. Vendor 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 Vendor does not transfer the records to the City;
- D. Vendor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City; and
- E. Vendor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, “Public Records” of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

CITY CLERK

Phone: (941) 932-9400

Email: Cityclerk@Cityofbradenton.com

Mailing Address: 101 Old Main Street – Bradenton, FL 34205

9. A new section, E-Verify, shall be added to the Agreement as follows:

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

10. A new section, Limitation on Liability, shall be added to the Agreement as follows:

Notwithstanding any provisions contained in this Agreement, any indemnity provided by the City shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes.

11. A new section, No Waiver of Sovereign Immunity, shall be added to the Agreement as follows:

Nothing in this Agreement is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City of Bradenton, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under Section 768.28, Florida Statutes.

12. A new section, Security and Data Privacy, shall be added to the Agreement as follows:

Security and Data Privacy. Workiva shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of City Data, as described in Workiva's security standards set forth in the Security Standards, attached hereto as Exhibit "A". To the extent City Data includes Personal Data, Workiva represents and warrants to only process such data pursuant to City's requests or as otherwise set forth in the Data Processing Agreement, attached hereto as Exhibit "B". Any reference to "Customer" in the Security Standards and Data Processing Agreement shall include the City.

13. Article 7 shall be deleted in its entirety and replaced with the following:

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids or proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Natalie LeMay

Natalie LeMay, State and Local Contracts Manager
Carahsoft Technology Corporation

03/19/2025

Date

Gene Brown, Mayor
City of Bradenton

Date

Erin Jones

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

3/19/2025

Date

EXHIBIT A
SECURITY STANDARDS

1.0 Workiva Information Security Standards.

1.1 Workiva will maintain a comprehensive information security program ("**Workiva Security Program**") which includes administrative, technical and physical safeguards to protect Customer Data. Workiva safeguards are maintained to protect Customer Data based on commercially reasonable and industry standard resources available to Workiva and the type of the Customer Data. The Workiva Security Program is designed to:

- (a) Protect the availability, integrity and confidentiality of Customer Data;
- (b) Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- (c) Protect against any unlawful unauthorized access, unlawful use, disclosure, alteration, or destruction by Workiva of Customer Data; and
- (d) Protect against any accidental loss, destruction, or damage to Customer Data.

1.2 Workiva will also monitor, evaluate and modify the Workiva Security Program to ensure:

- (a) Use of industry standard technology pertinent to the protection of Customer Data;
- (b) Commercially reasonable updates to the Services, Subscription Services, Workiva Security Program or Workiva's systems, based on relevant changes in internal procedures for the protection of Customer Data, or as necessary to comply with applicable law; and
- (c) Workiva relevant internal changes to Workiva's technical environment including third parties, outsourcing arrangements, infrastructure and information systems.

2.0 Governance. Workiva will maintain a governance program which includes:

- 2.1 Compliance with the baseline of security controls for a Software as a Service (SaaS) Cloud Service Provider
- 2.2 Policies and procedures based on the NIST Cybersecurity Framework, ISO 27001:2022, and other industry standard frameworks;
- 2.3 Data classification;
- 2.4 Geo-location options for storage of Customer Data;
- 2.5 Risk management; and
- 2.6 Third party security risk management.

3.0 Access Controls. Workiva will maintain policies, procedures and logical controls designed to:

- 3.1. Limit access to Workiva facilities and systems where those systems are limited to authorized persons;
- 3.2. Limit Workiva employees' access to Customer Data by enforcing segregation of duties;
- 3.3. Protect from unauthorized access to Customer Data;
- 3.4. Remove or restrict Workiva employees' access to Customer Data in a timely manner when access thereto is no longer required to perform Services, or upon Customer request;
- 3.5. Require multi-factor authentication through Federated Service for Workiva access to Customer Data for the provision of Services; and.
- 3.6. Maintain a password policy within NIST guidelines (i.e., 12 character minimum with two factor authentication).

4.0 Human Resource Security. Workiva will maintain security and privacy policies and procedures for Human Resource including:

- 4.1. Performing pre-employment background screening commensurate with such employee's level of access to data, subject to applicable law;
- 4.1. Requiring all employees sign non-disclosure agreements;
- 4.2. Annual security and privacy role-based training (including requirements of the Workiva Security Program, the importance of securing Customer Data, and how to diagnose phishing attacks); and
- 4.3. Promoting a culture of security awareness through periodic training, phishing assessments, blogs and programs which reward security best practices.

5.0 Physical and Environmental Security. Workiva will maintain controls that are designed to protect from unauthorized access and against environmental hazards, including:

- 5.1. Controlled access to Workiva facilities;
- 5.2. Inheritance of Physical and Environmental security controls from FedRAMP Moderate compliant Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) CSPs.
- 5.3. Logging and monitoring of access and unauthorized access to Workiva facilities and systems;
- 5.4. Camera monitoring of Workiva facilities;
- 5.5. Temperature, fire protection, humidity monitoring of Workiva facilities; and
- 5.6. Uninterrupted power supplies to Workiva facilities to maintain normal working conditions in compliance with our Business Continuity Plan.

6.0 Secure Development Lifecycle. Workiva will maintain policies and procedures which will reasonably assure that development is done with commercially reasonable security practices including:

- 6.1. Secure development policies;
- 6.2. Secure development training;
- 6.3. Configuring systems and network devices in accordance with Workiva hardening guidelines;
- 6.4. Development with code review for releases using tools for Static Application Security Testing (SAST) and Dynamic Application Security Testing (DAST);
- 6.5. Vulnerability management and remediation within policy timelines;
- 6.6. Segregation of duties for development review and release management;
- 6.7. Vulnerability testing which includes OWASP Top 10, CWE and SANS Top 25; and
- 6.8. Workiva has and will maintain a formal change management program with segregation of duties.

7.0 Monitoring. Workiva will provide network, system and application monitoring including servers, disks and Security events for any potential problems designed to:

- 7.1. Review changes to systems and infrastructure;
- 7.2. Review changes which handle systems, authentication authorization and auditing;
- 7.3. Review privileged access to Workiva systems;
- 7.4. Review access to Workiva production environment including abnormal access; and
- 7.5. Engage third party vulnerability and penetration testing for Workiva systems environment on a regular basis with a report available for customers.

Internal Workiva ID:

7.6. Participate in the FedRAMP Continuous Monitoring Program which includes monthly vulnerability scanning and remediation, annual third party assessments and penetration testing.

8.0 Encryption. Workiva will provide reasonable assurance of the protection of Customer Data through encryption algorithms within NIST guidelines, which includes:

- 8.1. Transmission encryption using a minimum of AES 128 with TLS 1.2;
- 8.2. Encryption at rest using AES 256; and
- 8.3. Full disk encryption on all hard drives with access to production data with at least AES 128.

9.0 Incident Response. Workiva will maintain an incident response policy with procedures to provide Customer with reasonable assurances that Workiva can respond to any type of security event or breach, and which includes:

- 9.1. Roles and responsibilities with a team and a dedicated leader which is tested annually;
- 9.2. Methods for investigation and escalation assessing the event to determine the risk the event poses including proper escalation;
- 9.3. Processes regarding internal communications, reporting and notification and external reporting and notification to customers without undue delay, and in any case, where feasible, notify within forty-eight (48) hours of Workiva's discovery of any incident involving the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data (to facilitate timely notification Customer must register and maintain an up-to-date email with notice to security@workiva.com; where no such email is provided, Customer acknowledges that the means of notification shall be at Workiva's reasonable discretion); Appropriate documentation of the event, incident and investigation of what was done and by whom with authorization for later analysis and possible legal action; and
- 9.4. Creation of appropriate documentation of the incident and performance of an investigation and audit for root cause analysis and remediation with authorization for later analysis and possible legal action, provided, however, Workiva's obligations in this Section 9.4 do not apply to incidents resulting from an act or omission of Customer, including, without limitation, a Customer's failure to maintain the security and confidentiality of User credentials.

10.0 Contingency Planning. Workiva will maintain policies and procedures for the response and or recovery of an emergency or other occurrence either natural or pandemic that could damage or affect systems, and the environment of customer data. Such procedures include:

- 10.1. Data resiliency through redundancy to recover data;
- 10.2. Regular data backups, including annual testing of the backup and restoration procedures;
- 10.3. Business Continuity and Disaster Recovery plan which is communicated and made available within an event to minimize the impact and or loss of vital resources;
- 10.4. Annual testing of the Business Continuity Plan and Disaster Recovery Plan (Executive Summary available to Customer upon request); and
- 10.5. Auditing of the Disaster Recovery test.

11.0 Audit and Testing.

- 11.1. So that Customer can verify Workiva's compliance with the DPA and these Security Standards, upon Customer's request, Workiva shall provide to Customer (at Workiva's expense) the following: (a) Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ); (b) SOC 1 Type II; (c) SOC 2 Type II; (d) ISO/IEC 27001:2022: Certification; (e) Workiva Information Security Policies; and (f) Web Application Vulnerability Assessment and Penetration Testing of Workiva equivalent, non-production environment which includes: (i) network scanning; (ii) improper input handling (e.g., cross site scripting, SQL injections, XML injection, and cross site flashing); (iii) weak session management; (iv) insufficient authentication; (v) insufficient authorization; (vi) data validation flaws and data integrity; (vii) OWASP Top 10; and (viii) CWE/SANS Top 25 (collectively, the "Reports").
- 11.2. If the Reports provided are insufficient to demonstrate Workiva's compliance with the DPA or the Security Standards, at Customer's expense Workiva shall also provide written responses (on a confidential basis) to reasonable requests

Internal Workiva ID:

for information related to Workiva's processing or security of Customer Data, including responses to information security and audit questionnaires, no more than once in any twelve (12) month period.

11.3. If Customer reasonably demonstrates that the information provided pursuant to Sections 11.1 and 11.2 is insufficient to demonstrate compliance with the DPA or the Security Standards, subject to Section 11.4, Customer may perform at Customer's expense:

- (a) An audit in relation to Workiva's processing and security of Customer Data (which may also be performed by Customer's third party auditor, subject to Workiva's reasonable approval) ("**Audit**"); or
- (b) A penetration test of an equivalent, non-production environment ("**Pen Test**").

11.4. Following receipt by Workiva of a request arising out of 11.3(a) or 11.3(b), Workiva and Customer shall mutually agree in advance on details of such Audit or Pen Test, including the start date, scope and duration, as well as reasonable conditions designed to mitigate potential risks to confidentiality, security, or other potential disruption of the Service or Workiva's business. Audits, Pen Tests and any information arising therefrom are deemed Workiva's Confidential Information. If Customer discovers any actual or potential vulnerability in connection with a Pen Test, Customer must immediately disclose it to Workiva and shall not disclose it to any third-party except as expressly permitted under the Agreement. Customer shall immediately notify Workiva with information regarding any material noncompliance discovered during the course of an Audit. Customer acknowledges that Audits and Pen Tests will be performed at Customer's own expense, with thirty (30) days advance written notice to Workiva, during normal business hours (unless otherwise mutually agreed upon in advance for Pen Tests), no more than once in any twelve (12) month period, subject to Workiva's reasonable security and confidentiality requirements, and solely to the extent the exercise of rights under Section 11.3 would not infringe Applicable Data Protection Laws.

12.0 Disposal. Workiva has policies and procedures to provide reasonable assurance to the appropriate disposal of Customer Data including:

- 12.1. Secure shredding of printed documents and Customer Data; and
- 12.2. Secure destruction of Customer Data with a certificate of destruction provided by Workiva.

13.0 Endpoint Devices. Workiva has policies, procedures and technical controls to protect endpoint devices including:

- 13.1. Malware protection with automated updates and centralized tracking and management, and regular updates and patches;
- 13.2. Full Disk Encryption (mitigating control as Customer Data is not stored on endpoint devices);
- 13.3. Regular updates and patching of the Subscription Services, Workiva's systems and browsers; and
- 13.4. No write to removable media (USB).

14.0 Malware and Patching. Throughout the Agreement Term and in accordance with standard industry practice, Workiva will:

- 14.1. Perform regular monitoring for security patches;
- 14.2. Apply patches in a timely manner after testing through change control; and
- 14.3. Regularly update systems and networks with new releases.

15.0 Shared Security Model. Customer acknowledges the security of the Subscription Services is a shared responsibility between Workiva and Customer. Technical security, as outlined in this Exhibit, is the responsibility of Workiva. It is the responsibility of Customer to (i) promptly report to Workiva any suspicious activities related to Customer's Subscription Services account (e.g., a user credential has been compromised), and (ii) appropriately configure User and role-based access controls, including scope and duration of User access, taking into account the nature of its Customer Data.

EXHIBIT B
DATA PROCESSING AGREEMENT

1.0 Purpose of the DPA. This DPA is intended to satisfy the requirement for an obligatory contract between Customer and Workiva with regard to Workiva's Processing of Customer Personal Data on behalf of customer in connection with Workiva's provision of Services under the Agreement and in accordance with the requirements of Applicable Data Protection Law. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

2.0 Definitions. For the purpose of this DPA, these terms shall mean the following:

2.1 "Applicable Data Protection Law" shall mean the laws and regulations of the United States, the European Union, the European Economic Area ("**EEA**") and/or their member states, Switzerland, the United Kingdom, and/or Canada as applicable to the Processing of Customer Personal Data as set forth in **Attachment 1** of this DPA, including but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 and the United Kingdom Data Protection Act 2018 (collectively the "**UK GDPR**"), the Swiss Federal Act on Data Protection ("**FADP**"), and the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100-199, as amended by the California Privacy Rights Act of 2020 ("**CCPA**").

2.2 "Authorized Personnel" means (a) Workiva employees and Workiva Affiliates' employees who have a need to know or otherwise access Customer Personal Data for the purposes of performing applicable Services; and (b) Workiva's contractors, agents, and auditors who have a need to know or otherwise access Customer Personal Data to enable Workiva to perform the Services.

2.3 "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

2.4 "Customer Personal Data" means Personal Data that is Customer Data.

2.5 "Data Privacy Framework" or "DPF" means the EU-U.S. Data Privacy Framework ("**EU-U.S. DPF**"), the UK Extension to the EU-U.S. DPF ("**UK Extension**"), and the Swiss-U.S. Data Privacy Framework ("**Swiss-U.S. DPF**") as set forth by the U.S. Department of Commerce, as set out at: <https://www.dataprivacyframework.gov/>.

2.6 "Personal Data" means any data relating to an identified or identifiable natural person.

2.7 "Process" or "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.8 "Processor" means the entity which Processes Personal Data on behalf of the Controller.

2.9 "Personal Data Breach" means a breach of Workiva's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed.

2.10 "Sell", "Share", and "Service Provider" shall have the same meaning as the terms are defined in the CCPA.

2.11 "Standard Contractual Clauses" or "SCCs" means the clauses for the transfer of Personal Data from the EEA to non-EEA countries that do not provide an adequate level of data protection approved by the European Commission Implementing Decision of 4 June 2021, as currently set out at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914.

2.12 "Sub-processor" means a Workiva Affiliate or authorized third party service provider engaged by Workiva in the provision of Services under the Agreement and Processes Customer Personal Data. Sub-processors include Workiva Affiliates: <https://www.workiva.com/legal/support-affiliates> and third party service providers: <https://www.workiva.com/legal/sub-processors>.

2.13 "Supervisory Authority" means any data protection authority defined under Applicable Data Protection Law.

2.14 "UK Data Transfer Addendum" means the international data transfer addendum to the Standard Contractual Clauses approved by the UK Information Commissioner's Office as set forth in **Attachment 2** of this DPA.

3.0 Processing of Customer Personal Data.

3.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Customer Personal Data under the Agreement, Customer is a Controller or a Processor, Workiva is a Processor, and that Workiva or Workiva Affiliates will engage Sub-processors pursuant to Section 7 of this DPA.

3.2 Workiva as a Processor. As between the parties, all Customer Personal Data Processed by Workiva on behalf of Customer under the terms of the Agreement shall remain the property of Customer. During the Agreement Term, Workiva shall Process Customer Personal Data in accordance with Customer's written instructions and as permitted in the Agreement and this DPA. To the extent such Customer Personal Data is not so categorized on the applicable Order, SOW or otherwise in writing, Customer Personal Data and business purposes of processing are as set forth in Attachment 1 of this DPA. Customer Personal Data may be Processed by Workiva and its Sub-processors in the United States, the UK, the EEA or other locations around the world provided that the transfer of Customer Personal Data will comply with this DPA and Applicable Data Protection Law. If Workiva reasonably believes there is a conflict with any Applicable Data Protection Law and Customer's instructions, Workiva will immediately inform Customer and the parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction. Where required under the relevant Applicable Data Protection Law, Workiva shall maintain a record of all Processing activities carried out on Customer Personal Data on behalf of Customer in accordance with Applicable Data Protection Law. Workiva's data privacy team can be contacted via email at privacy@workiva.com.

3.3 Data Subject Requests; DPIAs; Prior Consultations. Workiva shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as permitted); and (ii) any other correspondence, enquiry or complaint received from a data subject, Supervisory Authority or other third party in connection with Workiva's Processing of the Customer Personal Data under the Agreement. If any such request, correspondence, enquiry or complaint is made directly to Workiva, Workiva shall promptly inform Customer by providing full details of the same unless otherwise prohibited. Workiva shall not rectify, erase, restrict, or respond to a data subject request itself, except that Customer authorizes Workiva to redirect the data subject request as necessary to allow Customer to respond directly. Workiva shall provide Customer with reasonable assistance (at Customer's expense) in support of a data protection impact assessment or prior consultation with any Supervisory Authority, solely in relation to Customer Personal Data, the Services and where the Customer would not otherwise have access to the relevant information.

3.4 Return or Deletion. Upon expiration or termination of the Agreement, at Customer's option, Workiva shall return or delete Customer Personal Data pursuant to Section 5.4 (Return and Destruction) of the Main Terms, except where Workiva is required to retain Customer Personal Data by applicable law. Until Customer Personal Data is returned or deleted, Workiva shall continue to comply with this DPA.

3.5 Customer Obligations. Customer shall ensure that its instructions comply with Applicable Data Protection Law. Customer is solely responsible for the accuracy, quality, and legality of (i) the Customer Personal Data provided to Workiva by or on behalf of Customer; (ii) how Customer acquired any such Customer Personal Data; and (iii) the instructions it provides to Workiva regarding the Processing of such Customer Personal Data. Customer represents and warrants that it has obtained all necessary consents and authorizations required under Applicable Data Protection Law to permit the Processing of Customer Personal Data and international transfer of Customer Personal Data (where applicable) from Customer to Workiva.

4.0 Transfer of Customer Personal Data.

4.1 Cross-Border Transfer. Workiva shall only transfer Customer Personal Data subject to the GDPR, UK GDPR, or FADP if it has taken necessary measures to ensure the transfer is in compliance with the Applicable Data Protection Laws and this DPA. Transfer mechanisms may include (without limitation) transferring such Customer Personal Data to a recipient: (a) in a country deemed by the European Commission, the UK Secretary of State or the UK GDPR, or the Swiss FADP as providing adequate protection for such Customer Personal Data, including a transfer pursuant to the (i) EU-US DPF and/or (ii) the UK Extension, (b) that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or (c) that has executed to the extent required the applicable standard contractual clauses adopted or approved by the European Commission, the UK Information Commissioner's Office ("**ICO**"), or the Swiss Federal Data Protection and Information Commissioner ("**FDPIC**").

4.2 Data Privacy Framework. Workiva Inc. (Workiva's US entity) is certified under the Data Privacy Framework and where applicable, Workiva shall transfer EEA or UK Customer Personal Data to the U.S. pursuant to the EU-U.S. DPF and the UK Extension. If the DPF is no longer a legally acceptable mechanism for the transfer of EEA or UK Customer Personal Data to the U.S., the parties agree that Workiva may transfer such Customer Personal Data to the U.S. pursuant to Section 4.3, 4.4 and/or 4.6 of this DPA.

4.3 EEA SCCs. To the extent applicable, the Standard Contractual Clauses shall apply only to Customer Personal Data subject to the GDPR that is transferred to a recipient in a country not recognized by the European Commission as providing an adequate level of protection for such Customer Personal Data. The parties agree that by executing this DPA they are also executing the Standard Contractual Clauses together with the following additional terms:

(a) Applicability. To the extent applicable, Module Two (Controller to Processor) of the Standard Contractual Clauses ("**Module Two SCCs**") shall apply where Customer and/or its Named Affiliate is a Controller and a data exporter of Customer Personal Data, and Workiva is a Processor and data importer of such Customer Personal Data. To the extent applicable, Module Three (Processor to Processor) of the Standard Contractual Clauses ("**Module Three SCCs**") shall apply where Customer and/or its Named Affiliate is a Processor and a data exporter of Customer Personal Data, and Workiva is a Processor and data importer of such Customer Personal Data. As used in this DPA, Standard Contractual Clauses or SCCs shall refer to Module Two SCCs and/or Module Three SCCs where appropriate.

(b) Instructions. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement or this DPA (as the case may be) for the Processing of Customer Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 8.1(a) of Module Two SCCs and Clause 8.1(b) Module Three SCCs, the following is deemed an instruction by the Customer to Process Customer Personal Data: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement and this DPA.

(c) Sub-processors. Pursuant to Clause 9 of the SCCs, Customer agrees that (i) Option 2: General Written Authorisation applies, (ii) Workiva's Sub-processors set forth in Section 7 of this DPA are authorized by Customer (or the relevant Controller), and (iii) Workiva may engage new Sub-processors as described in Section 7 of this DPA. The parties agree that sub-processing obligations pursuant to Clause 9(b) of the SCCs shall be carried out in accordance with GDPR Article 28 or applicable provisions of Applicable Data Protection Law. The parties agree that the copies of the Sub-processors agreements that must be provided pursuant to Clause 9(c) of the SCCs may have all commercial and confidential information, or clauses unrelated to the SCCs or the UK Data Transfer Addendum or their equivalent, redacted by Workiva beforehand; and, that such copies will be provided by Workiva, in a manner to be determined in its discretion, only upon written request by Customer.

(d) Audits. The parties agree that the audits described in Clause 8.9 of the SCCs shall be carried out in accordance with Section 10 of this DPA.

(e) Certification of Deletion. The parties agree that the certification of deletion of Customer Personal Data that is described in Clause 8.5 of the SCCs shall be provided by Workiva to Customer only upon Customer's request.

(f) Docking Clause. The parties agree that Clause 7 of the SCCs shall apply.

(g) Redress. The parties agree that the optional language in Clause 11 of the SCCs shall be deleted.

(h) Jurisdiction. For Clause 17 of the SCCs, the parties select Option 2 and the law of the Netherlands. For Clause 18(b) of the SCCs, the parties agree to the courts of the Netherlands.

(i) Annex 1. Annex 1 of the SCCs is as set forth in Attachment 1 of this DPA.

(j) Annex 2. For the purposes of Annex 2 of the SCCs, the description of the technical and organizational security measures are those described in Workiva's "Security Standards" (as set forth in Exhibit A to the Main Terms).

(k) Additional Terms for Module Three SCCs. Where Module Three SCCs are applicable, the parties agree to the terms of this Section. For the purposes of Clause 8.1(a), Customer hereby informs Workiva that Customer acts as a Processor under the instructions of the relevant Controller with respect of Customer Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Workiva for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from Workiva to the relevant Controller where appropriate. For the purposes of Clause 8.6(c) and 8.6(d), Workiva shall provide notification of a Personal Data Breach to Customer. For the purposes of Clause 8.9, all inquiries from the relevant Controller shall be provided to Workiva by Customer. If Workiva receives an inquiry directly from a Controller, it shall forward the inquiry to Customer and Customer shall be solely responsible for responding to any such inquiry from the relevant Controller where appropriate. (iv) For the purposes of Clause 10 and subject to Section 3.3 of this DPA, Workiva shall notify Customer about any request it has received directly from a data subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

4.4 United Kingdom SCCs. To the extent applicable, the SCCs as set forth in Section 4.3 above and amended by the UK Data Transfer Addendum shall apply only to Customer Personal Data subject to the UK GDPR that is transferred to a recipient in a country not recognized by the UK Secretary of State or UK GDPR as providing an adequate level of protection for such Customer Personal Data, and where Customer and/or any Named Affiliates is a data exporter and Workiva is a data importer of such Customer Personal Data. Where applicable, Workiva will execute the UK Data Transfer Addendum with its Sub-processors before the deadlines prescribed by the UK ICO. The parties agree that by executing this DPA they are also executing the UK Data Transfer Addendum (if applicable).

4.5 Switzerland SCCs. To the extent applicable, the SCCs as set forth in Section 4.3 above and amended in this Section 4.5 shall apply only to Customer Personal Data subject to the Swiss FADP that is transferred to a recipient in a country not recognized by the Swiss FDIC as providing an adequate level of protection for such Customer Personal Data, and where Customer and/or any Named Affiliate is a data exporter and Workiva is a data importer of such Customer Personal Data. The SCCs shall be deemed to be amended to the extent necessary to operate to provide appropriate safeguards for such transfers in accordance with the FADP, including the following:

- (a) Clause 13(a) (Supervision) and Part C of Annex I are not used; the "competent supervisory authority" is the Swiss FDPIC;
- (b) The term "Member State" cannot be interpreted to exclude data subjects in Switzerland from exercising their rights under the FADP;
- (c) The term "Personal Data" shall be deemed to include "personal data" to the extent such personal data is protected under the FADP; and
- (d) Any amendments required from time to time by the FDPIC in order to comply with the FADP, as further incorporated herein by written agreement.

Workiva is certified under the Swiss-US DPF. The parties agree that if Switzerland recognizes the adequacy of the Swiss-US DPF, Workiva and applicable Sub-processors may transfer Customer Personal Data subject to the FADP to the U.S. pursuant to the Swiss-U.S. DPF instead of the SCCs.

4.6 Alternative Transfer Mechanism. If Workiva adopts an alternative data transfer mechanism approved and authorized by the relevant EU, Swiss, or UK authorities (including any new version of or successor to the SCCs, UK Data Transfer Addendum, Binding Corporate Rules, or other framework adopted pursuant to Applicable Data Protection Law) for the transfer of Personal Data ("**Alternative Transfer Mechanism**"), the Alternative Transfer Mechanism shall apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with the GDPR, UK GDPR, and/or Swiss FADP and extends to the territories to which Personal Data is transferred).

5.0 CCPA. The parties agree that Workiva is acting solely as a Service Provider with respect to Customer Personal Data subject to the CCPA. Workiva shall not, within the meaning of the CCPA, as amended, except (a) as directed or authorized by Customer, or (b) for purposes as permitted by the CCPA or by Cal. Code Reg. § 7051 (including any future revisions): (i) Sell or Share such Customer Personal Data; (ii) retain, use, or disclose Customer Personal Data for any purpose other than for the specific purpose

described in Attachment 1; (iii) retain, use, or disclose Customer Personal Data for a commercial purpose other than those specified in Attachment 1; (iv) retain, use, or disclose Customer Personal Data outside of the direct business relationship between Customer and Workiva; or (v) combine Customer Personal Data with Personal Data it receives from any other source, including from data subjects themselves, except for business purposes or as otherwise permitted by the CCPA, as amended and including its implementing regulations. For the sake of clarity, such restrictions do not apply to Personal Data that has been de-identified and/or aggregated and is no longer capable of identifying an individual or Customer.

6.0 Security Controls. Workiva shall maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer's data and confidential and proprietary information, including Customer Personal Data, as further set forth in Workiva's "Security Standards" (as set forth in Exhibit A to the Main Terms). Workiva declares that its Security Standards are in line with GDPR Article 32. Workiva will regularly monitor compliance with the Security Standards. Workiva will not intentionally decrease the Security Standards during the Agreement Term.

7.0 Sub-processors.

7.1 Customer acknowledges and authorizes Workiva's use of its Sub-processors existing as of the Effective Date as set forth in Section 7.4 below. Customer hereby gives general authorization to new or replacement Sub-processors, provided Workiva follows the following procedure:

(a) With respect to any new or replacement Sub-processor Workiva shall (i) execute a written agreement that obligates it to (1) protect such Customer Personal Data to the same extent as is required of Workiva by the Agreement, and (2) be in compliance with Applicable Data Protection Laws, and (ii) ensures such new Sub-processor is subject to industry-standard external security auditing (collectively, the "**Conditions**").

(b) Workiva agrees to provide Customer with notice at least thirty (30) days in advance of engaging any new or replacement Sub-processors to Process Customer Personal Data under the Agreement ("**Sub-processor Notice**") giving the Customer the opportunity to object. Such Sub-processor Notice may be provided by sending an email to the Account Administrator indicated in the applicable Order. The Sub-processor Notice shall include the name of the new or replacement Sub-processor, the services such Sub-processor will provide under the Agreement, and the geographic locations where Customer Personal Data will be Processed. Where applicable and upon Customer's request, Workiva agrees to provide a transfer impact assessment pursuant to Clause 14 of the SCCs and a copy of the SCCs executed by Workiva and the Sub-processor.

(c) If Customer has a reasonable belief that such new Sub-processor cannot comply with the Conditions, Customer may provide written notice to Workiva within twenty (20) days of being informed of the engagement of the new Sub-processor, and the parties agree to work in good faith to resolve such issues. If such issues cannot be resolved, Customer may object to any new Sub-processor by terminating the applicable Order(s) with respect only to those services which cannot be provided by Workiva without the use of the objected-to new Sub-processor. Such termination will be made by providing written notice to Workiva. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Sub-processor. For the avoidance of doubt, Customer will be deemed to have consented to such Sub-processor absent an objection within the stated time period.

(d) Customer acknowledges that Workiva provides a standardized service to all customers which does not allow using different Sub-processors for different customers and, therefore, that the inability to use a particular new or replacement Sub-processors for the Services to the Customer may result in delay in performing the Services, inability to perform the Services or increased fees. Workiva will notify Customer in writing of any change to Services or fees that would result from Workiva's inability to use a new or replacement Sub-processors to which Customer has objected.

7.2 Workiva may replace a Sub-processor without advance notice where the reason for the change is outside of Workiva's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, Workiva will inform Customer of the replacement Sub-processor as soon as possible following its appointment. Section 7.1 applies accordingly.

7.3 Workiva shall be liable for the acts and omissions of its Sub-processors to the same extent Workiva would be liable if performing the Services of each Sub-processors directly under the terms of this DPA.

7.4 A current list of Workiva's Sub-processors as may be used for Processing Customer Personal Data is available to Customer without charge on Workiva's website (Workiva Affiliates: <https://www.workiva.com/legal/support-affiliates>; third party Sub-

processors: <https://www.workiva.com/legal/sub-processors>). Workiva will keep the Sub-processors list current and inclusive of any new Sub-processors and will make available to Customer the updated Sub-processors list upon request by Customer.

8.0 Personal Data Breaches. After becoming aware of a Personal Data Breach Workiva will (a) notify Customer of the Personal Data Breach without undue delay; (b) investigate the Personal Data Breach; (c) provide Customer with details about the Personal Data Breach; and (d) make reasonable efforts to prevent a recurrence of the Personal Data Breach. Workiva agrees to cooperate in Customer's handling of the matter by: (i) providing reasonable assistance with Customer's investigation; and (ii) making available relevant records, logs, files, data reporting, and other materials related to the Personal Data Breach's effects on Customer, as required to comply with Applicable Data Protection Law. Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems.

9.0 Authorized Personnel. Workiva employees and employees of its Authorized Personnel that have access to Customer Personal Data are subject to appropriate background check procedures as further set forth in the Security Standards. If, in the Customer's reasonable and good faith opinion, one or more of Workiva's employees, or employees of its Authorized Personnel, poses a risk to the security of such Customer Personal Data, Workiva will immediately terminate access by such individuals and assign different and qualified individuals. Workiva will ensure that its Authorized Personnel who are engaged in the Processing of Customer Personal Data under the Agreement have committed themselves to confidentiality and have received adequate training and instruction to allow them to comply with the terms of this DPA.

10.0 Audits. The parties agree that any audits regarding Workiva's compliance with the obligations set forth in this DPA, shall be conducted in accordance with Section 11 of Exhibit A to the Main Terms.

11.0 Government Access Requests. To the extent that Workiva receives a request from a relevant government authority responsible for national security and intelligence gathering ("**Government Authority**") to access Customer Personal Data in accordance with applicable law (including the Foreign Intelligence Surveillance Act), Workiva shall: (a) inform Customer of the request to the extent permitted by applicable law so that Customer may take all protective measures or action as appropriate, and Workiva agrees to provide reasonable assistance should it be required during the course of the procedure; and (b) disclose the requested data to the Government Authority without liability if applicable laws prohibit notification of the request to third parties, provided that Workiva shall furnish only such portion of the information that is legally required to be disclosed and only to the extent required by applicable law. For the avoidance of doubt, nothing in this DPA shall require Workiva to pursue action or inaction that could result in civil or criminal penalty for Workiva such as contempt of court.

12.0 Interpretation. The parties agree that when interpreting Applicable Data Protection Law in conjunction with each party's rights and obligations in this DPA, it shall be interpreted based on the applicable party's role in its Processing of Customer Personal Data.

13.0 Miscellaneous.

(a) **Conflicts.** In the event of any conflict or inconsistency between this DPA and the Agreement, the terms of this DPA shall prevail. In the event and to the extent of any conflict or inconsistency between the body of this DPA and the SCCs or the UK Data Transfer Addendum, the SCCs or the UK Data Transfer Addendum shall prevail.

(b) **Severability.** In the event any provision of this DPA, in whole or in part, is invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, such provision will be replaced, to the extent possible, with a provision which accomplishes the original business purposes of the provision in a valid and enforceable manner, and the remainder of this DPA will remain unaffected and in full force.

(c) **Liability.** Each party's and such party's Affiliates' liability, taken together in the aggregate, for breaches of this DPA shall be subject to the limitations and exclusions of liability set out in the Agreement.

ATTACHMENT 1 TO EXHIBIT B
ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: Customer, as this term is defined in the Agreement

Address: As set forth in the Agreement

Contact person's name, position and contact details: As set forth in the applicable Order to which the processing relates

Activities relevant to the data transferred under these Clauses: Customer and its Named Affiliates provide Workiva with Personal Data in accordance with the Services more fully described in the Agreement.

Signature and date: The parties agree that execution of the Agreement and certification by the data exporter in relation to the Workiva Services, shall constitute execution of these Clauses by both parties.

Role (controller/processor): Controller or Processor as applicable

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Workiva Inc.

Address: 2900 University Boulevard, Ames, Iowa 50010

Contact person's name, position and contact details: Privacy Team, privacy@workiva.com

Activities relevant to the data transferred under these Clauses: Workiva will process the Personal Data as necessary to provide the Services as set forth in the Agreement.

Signature and date: The parties agree that execution of the Agreement and certification by the data exporter in relation to the Workiva Services, shall constitute execution of these Clauses by both parties.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- Employees and contractors of Customer
- Customer's Users whose Personal Data is provided by Customer to Workiva for the purpose of accessing and using the Subscription Services in accordance with the Agreement

Categories of personal data transferred

- Customer Personal Data provided by Customer and processed by Workiva in the course of providing the Services
- User identification data such as business contact information (e.g., name, email address, phone number), and IP address

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- No sensitive data will be transferred

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Continuous basis

Nature of the processing

- Customer Personal Data will be processed in the context of Workiva's performance of the Services as more fully set forth in the Agreement and DPA.
- Customer Personal Data processed may be subject to the following basic processing activities: collect, record, organize, store, adapt, alter, retrieve, redact, consult, use, align or combine, block, erase or destruct, disclose by transmission,

Internal Workiva ID:

disseminate or otherwise make available Customer Personal Data as described herein, as necessary for Workiva to provide the Services and otherwise in accordance with Customer's instructions

Purpose(s) of the data transfer and further processing

- To provide Services to Customer in accordance with the Agreement
- Processing of User' e-mail addresses to provide log-in credentials
- Processing of Users' log-in credentials and IP address for authentication purposes and to provide Users access to the Subscription Services in accordance with the Agreement
- Processing of Users' contact information and IP address to provide support
- Hosting and storage of Customer Data that contains Customer Personal Data

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- Workiva will delete Customer Personal Data in accordance with Applicable Data Protection Laws, the Agreement and the provisions set out in the DPA (including the SCCs)

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- Details relating to Workiva's Sub-processors are set forth in Section 7 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

- Dutch Data Protection Authority (Autoriteit Persoonsgegevens of the Netherlands)

**ATTACHMENT 2 TO EXHIBIT B
UK DATA TRANSFER ADDENDUM
TO THE STANDARD CONTRACTUAL CLAUSES**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date	The Effective Date as set forth in the Main Terms	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Customer, as the term is defined in the Agreement	Workiva Inc.
Key Contact	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Workiva Privacy Job Title: Workiva Privacy Contact details including email: privacy@workiva.com

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:
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Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	N/A					
2	Yes	Yes	No	Option 2	As set forth in Section 7.1 of the DPA	
3	Yes	Yes	No	Option 2	As set forth in Section 7.1 of the DPA	
4	N/A					

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As set forth in Attachment 1 of the DPA

Annex 1B: Description of Transfer: As set forth in Attachment 1 of the DPA

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As set forth in Section 4 of the DPA

Annex III: List of Sub processors (Modules 2 and 3 only): As set forth in Section 7 of the DPA

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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Part 2: Mandatory Clauses

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Erin Jones, Finance
ITEM TYPE: Agreement
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Purchase of Accounting Software from Carahsoft Technology Corporation
SUGGESTED ACTION: Approval of the purchase.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The City of Bradenton is purchasing budgeting and ACFR automation systems through Carahsoft. These software platforms will streamline the process and make it more efficient.

FINANCIAL IMPACT:

Utilized through the departments operating budget.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:

Approve the purchase of budget and ACFR automation software with Carahsoft.

ATTACHMENTS:

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Professional Services for Architectural and Engineering Services for Public Works Master Planning with Sweet Sparkman Architects, Inc.

SUGGESTED ACTION: Approval of Contract for Mayor's signature

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On December 18, 2024, Council approved RFQ 24-027EJ recommendation of award to Sweet Sparkman Architects, Inc. for Professional Architectural Services for the development of an overall master plan concept for a new Public Works Facility.

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

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve the agreement with Sweet Sparkman Architects, Inc. for architectural and engineering services for Public Works Master Planning.

ATTACHMENTS:

[Contract for Professional Architectural and Engineering Services](#)

CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

THIS CONTRACT is made and entered into as of the _____ day of _____ 2025, by and between the City of Bradenton (the “City”), a Florida municipality, and Sweet Sparkman Architects, Inc. (the “Consultant”), a Florida corporation located at 1819 Main Street, Suite 400, Sarasota, Florida 34236.

WITNESSETH

WHEREAS, the City issued RFQ 24-026EJ (the “RFQ”) to procure a qualified proposer to provide Professional Architectural and Engineering Services for the development of an overall master plan concept for a new Public Works Facility (the “Facility”) in accordance with Section 287.055, Fla. Stat., the Consultants’ Competitive Negotiation Act; and

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

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the RFQ.

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

A. CONTRACT DOCUMENTS

The RFQ, General Terms and Conditions, all addenda to the RFQ, and Contractor’s proposal (collectively the “Contract Documents”), shall be made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Contract as if fully stated herein. To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be as follows:

1. Contract;
2. Scope of Services, Project Schedule, and Fee Schedule;
3. RFQ, and all addenda: and
4. Proposal.

B. CONSULTANT’S SERVICES

The Consultant agrees to diligently provide professional engineering design, permitting and construction inspection services for Phase I Public Works Master Planning Services and to provide such services in accordance with Scope of Services attached as Exhibit A, and Project Schedule, attached as Exhibit B, both incorporated herein.

C. TERM

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

D. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

1. The City shall pay the Consultant for services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Five Hundred Seventy-Nine Thousand Nine Hundred Fifty Dollars and Zero Cents (\$579,950.00) for the Services in accordance with Exhibit C Fee Schedule, attached hereto and incorporated herein.
2. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and the City may elect to issue no NTP. If a NTP is issued, the City reserves the right to amend, reduce or cancel the NTP at its sole discretion.
3. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Contract shall be accurate, complete, and current at the time of entering into this Contract. The amounts set forth in this Contract will be adjusted to exclude any significant sums by which the City determines the amount by which the Contract was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of this Contract.
4. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

E. ADDITIONAL SERVICES

1. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City.
2. If the City requires the Consultant to perform additional services and if such services are not required as a result of error, omission or negligence of Consultant, then in such event the Consultant shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. Any additional service or work performed before a written amendment to this Contract shall not be compensated by the City.

F. METHOD OF PAYMENT

Consultant shall submit an invoice to the City in accordance with the terms of the RFQ. Unless otherwise agreed, the City shall pay the Consultant's invoices in accordance with Florida's Prompt Payment Act.

G. INSURANCE

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

H. RESPONSIBILITIES OF THE CONSULTANT

1. Consultant acknowledges that it is familiar with the requirements and specifications of the RFQ, including any addenda, and that it will perform the services as required.
2. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
3. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the Consultant does not abide by the terms of this Section.
4. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
5. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the Consultant. Such records shall be retained for a minimum of three (3) years after completion of the services.
6. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.
7. The Consultant specifically agrees that all work performed under the terms and conditions of this Contract shall be completed in accordance with the design schedule

as set forth in this RFQ, subject only to delays caused by force majeure. “Force majeure” shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

I. OBLIGATIONS OF THE CITY

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

J. TERMINATION

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

K. PUBLIC RECORDS

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

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

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

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

CITY CLERK

Phone: (941) 932-9400

Email: Cityclerk@Cityofbradenton.com

Mailing Address: 101 Old Main Street – Bradenton, FL 34205

L. MISCELLANEOUS

1. This Contract and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
2. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
3. The parties hereto do not intend, nor shall this Contract be construed to, grant any rights, privileges or interest to any third party.
4. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City.
5. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.
6. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.
7. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights

under this Contract or of any cause of action arising out of the performance of this Contract.

8. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
9. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
10. Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To Owner:

City of Bradenton
Attn: Purchasing
101 Old Main Street
Bradenton, Florida 34205

To Consultant:

Sweet Sparkman Architects, Inc.
Attn: Todd Sweet
1819 Main Street
Sarasota, FL 34236
tsweet@sweetsparkman.com

Copy to:

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

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

WITNESS:

Print Name: Dina Berg

Signed By: Dina Berg

Date: 3/19/25

CONSULTANT:

Print Name: Todd M. Sweet, AIA, LEED AP

Signed By: TMS

Title: President / Principal

Date: 3/19/25

CITY OF BRADENTON

BY: _____
GENE BROWN, MAYOR

ATTEST:

BY: _____

TAMARA MELTON
City Clerk

Date: _____

Approved as to form:

BY: _____

SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. PROJECT OVERVIEW

- A. The City of Bradenton Public Works Facility requires relocation to another location in its entirety due to proposed re-development of the current location. The proposed site is approximately 32 acres and expected to be large enough to support the entire facility. The relocation is expected to occur in multiple temporary and permanent phases. The immediate need to vacate the current site requires temporary facilities for equipment, vehicle and material storage. Administrative staff space needs have been met temporarily by the City. The city expects to start temporary construction activities in July 2025.
- B. The Consultant shall conduct master planning and programming efforts to determine both the temporary and permanent layout of structures at the proposed site. The design process will include full site masterplan for final and temporary buildout, construction documents for temporary buildout and construction administration for temporary buildout. The first phase will account for future expansions and additions incorporating appropriately sized infrastructure to support the eventual full buildout of the site while building out the site with temporary structures. The temporary buildout of the site may include equipment and material storage shelters, temporary trailers for staff if necessary, and necessary MEP infrastructure and stormwater management design. The second phase will include the final buildout of the entire site and may include an administration building, fleet maintenance facility, fleet garage, and fueling stations. Design documentation and construction administrations services are for the temporary buildout of the site only.
- C. The Consultant shall work in collaboration with a Construction Manager at Risk (CMAR) during the design process. The design documents will be developed in two phases. Construction documents will be produced for the temporary site buildout scope of work only to facilitate phased construction.
- D. The timeline for the temporary and final build-out has not been provided by the City and will be established during the Pre-design phase..

II. KEY DESIGN AND CONSULTANT SERVICES INCLUDED

- A. Analysis and Site Engineering Development:
 - i. The area of analysis shall include parcels of the Project site.
 - ii. The Consultant shall review the existing above and below ground conditions, off-site conditions, and transportation and utility conditions.
 - iii. The Consultant shall analyze site constraints, opportunities and storm water retention.
 - iv. The Consultant shall utilize site data including complete boundary and topographic documentation provided by the City to complete Construction Documents.
 - v. The Consultant shall participate in meetings and deliver presentations to City representatives.
- B. Pre-Design: A master planning and programming effort will be undertaken by the Consultant to

EXHIBIT A
SCOPE OF SERVICES

determine both the temporary and permanent layout of structures at the proposed site. The master planning process will include meetings with the Public Works departments to review the building and site program requirements for the temporary and permanent facility. The master plan will account for future expansions and additions incorporating appropriately sized infrastructure to support the eventual full buildout of the site.

- C. Schematic Design: Schematic design shall be developed illustrating the scale and relationship of the project components as per the approved master plan and program for the temporary buildout of the site
- D. Design Development: Design Development documents shall be developed per approved Schematic Design documents. All design work associated with the temporary buildout of the site shall result in a detailed, dimensioned site and all buildings included in the design of the site. Detailed and outlined specifications describing all selected building components, systems and materials. Details shall include, but not be limited to, definition of architectural elements and structural components, mechanical, and electrical and civil/site services.
- E. Construction Documents: Consultant shall prepare final working drawings and specifications for the temporary buildout of the site as required to construct the temporary buildout of the Public Works Facility (the "Construction Documents"). The Construction Documents will meet all applicable federal, state, and local laws, including ADA and building code, and shall be buildable within the budget constraints.

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

- F. Cost Control: The Consultant, in concert with the Construction Manager, shall provide the City with an early evaluation of cost options and projections for site development for the facility and continued monitoring of costs during all phases throughout the process. Costs for the Project shall remain within the Project budget established during Masterplan Phase and approved by the City. Costs are to be controlled through quality assurance procedures, including value engineering, established by the Construction Manager and Consultant. The Consultant understands and acknowledges that the construction budget for the Project will be established during the Masterplan Phase. The Consultant agrees to value engineer the Project as an additional service so that the cost of construction shall not exceed the construction budget. The budget shall be reviewed at each stage of the preparation of drawings and the Consultant shall rely on the Construction Manager's review of budget figures.
- G. Monthly Progress Reports: The Consultant shall provide monthly progress reports during all phases of the design process, and will consist of general summary and descriptive data of contract progress and include narrative information regarding any changes in management and supervisory personnel; any anticipated or actual variations significant accomplishments, and problem areas; a statement of proposed corrective action, solution of prior month's problems and Consultant's initiated improvements in operational efficiency, and other such information as may be required by the City.

EXHIBIT A
SCOPE OF SERVICES

- H. Bidding/Guaranteed Maximum Price (GMP) Coordination: The Consultant shall submit one bid package to the Construction Manager. The Consultant shall communication efficiently and promptly with the Construction Manager and provide continuity of project management including issuing addenda as may be required to clarify issues, attending pre-bid conferences, responding to questions from bidders, and attending subcontract bid openings. If requested, the Consultant shall assist the Construction Manager with bid evaluation and alternative analysis as an additional service. The City, at its sole discretion, reserves the right to implement a direct purchase system for supplies and equipment for the Project.
- I. Disciplines Coordination: Consultant shall coordinate the engineering disciplines with the architectural work. The Consultant shall:
- i. Serve as the point of contact for all formal communication between the Consultant's design team and the City Project Manager.
 - ii. Organize and conduct periodic multi-disciple progress meetings as necessary to discuss Project issues, identify conflicts or concerns and determine satisfactory solutions, document decisions, give directions and maintain Project progress.
 - iii. Disseminate necessary information and decision to the City and the Construction Manager.
 - iv. Conduct basic preliminary building program scope verification reviews with the engineering disciplines in concert with the Construction Manager to determine that the Project can be completed within the funds available and based on the scheduling of work.
 - v. Review all of the Consultant's design team's work, checking for programmatic and other potential conflicts, establishing total quality control and quality assurance procedures, and diligently pursue peer review process.
 - vi. Assist the City and Construction Manager with the preparation and coordination of the overall Project schedule.
 - vii. Consultant's subcontractors are as follows:
 - a. Weston & Sampson – Civil Engineering
 - b. Snell Engineering Consultants – Structural Engineering
 - c. ME3 Consulting Engineers, LLC – Mechanical, Electrical, Plumbing & Fire Protection Engineering (MEPFP)The City's Project Manager shall approve of any substitution of subconsultants.
- J. Project Administration Services: Within ten (10) days after the Notice to Proceed for Construction is issued to the CMAR, the Consultant shall schedule jointly with the CMAR an organization meeting with the City Project Manager to review the work plan (total building spaces and vehicular drives, roads and parking requirements, adjacencies, stormwater management, project schedules, estimated project costs and deliverables). The Consultant shall:
- i. Coordinate and schedule all necessary meetings with the City Project Manager, reviewing agencies or others to obtain Project information and maintain Project Progress.
 - ii. Record the minutes of meetings, presentations, developments, conferences, and discussions by the Consultant and furnish copies of the minutes within seven (7) calendar days to all attendees/participants and to persons identified by the City.
 - iii. Confirm, in writing, conferences, telephone conversations, consultations and meetings in which the Consultant is a party which resolves or establish a question of scope, a design

EXHIBIT A
SCOPE OF SERVICES

element, or other consideration of the Project development. Copies shall be distributed as determined by the City.

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

III. WORK PLAN

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

Phase I – Pre-Design (Master Planning, Programming and Site Conceptual Design for temporary and final buildout)

Phase II – Schematic Design (temporary buildout only)

Phase III – Design Development (temporary buildout only)

Phase IV – Construction Documents (temporary buildout only)

Phase V – Bidding, Negotiations, and Permitting (temporary buildout only)

Phase VI – Construction Administration (temporary buildout only)

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

A. PHASE I – PRE-DESIGN

The Consultant will develop a conceptual master site plan for the temporary and full buildout of the site per program approved by the City.

i. Task A – Site Investigations and Analysis

- a. The Consultant shall review all information provided by the City such as survey and environmental assessment reports. Existing data to be reviewed will include plans of the existing building and site, environmental investigations, studies related to operations or its facilities, projected City and departmental growth, Department organizational information, along with vehicle, equipment, and material inventory lists.
- b. The Consultant shall meet with the City and various Public Works departments to gather programming information for the temporary and permanent building of the site. Interviews will be conducted and will focus on developing a detailed understanding of the day-to-day operations. The data obtained from this analysis will be used to identify the “near-term needs” (5 to 15 years) and the “long-term needs” (more than 15 years). The Consultant shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- c. The Consultant shall develop a preliminary site development layout that accounts for both temporary and permanent buildout of the site. The proposed layout will be based on a comprehensive analysis of the entire site including the location for temporary build-out. This investigation shall include a zoning analysis, environmental hazards and endangered species review using reports provided by others and resource mappers, FEMA flood information, preliminary traffic impacts, and site access needs evaluation, and an assessment of the suitability of available utilities and

EXHIBIT A
SCOPE OF SERVICES

fire protection needs, including an assessment of bringing offsite utilities to the selected location. The layout will consider future expansions and additions incorporating appropriately sized infrastructure to support the eventual full buildout of the site. Once the traffic circulation patterns for the site(s) are identified, an analysis of the site driveway and internal site traffic patterns will be performed for each site access point. This would entail looking at overall traffic flow, conflict points and truck turning templates.

- d. The Consultant shall present its preliminary evaluation to the City and shall discuss with the City alternative approaches to design and construction. The Consultant shall reach an understanding with the City regarding the requirements of the Project.

ii. Task B – Master Plan

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

- a. Based on the Project’s requirements agreed upon with the City, the Consultant shall prepare and present for the City’s approval a preliminary master plan, program and concept design illustrating the scale and relationship of the Project components. The Consultant shall update the preliminary site development layout and programming documents based on City feedback. The proposal includes (1) one round of review and document updates.
- b. The Consultant’s plan shall incorporate feedback of stakeholders and previous work into the final plan.
- c. Consultant shall provide one revised master plan and pre-design package in .pdf format.
- d. Master Plan report for temporary and full buildout of site. The report shall include the following:
 - 1. Masterplan program
 - 2. Desktop zoning analysis, environmental hazards and endangered species review, FEMA flood information, preliminary traffic impacts, and site access needs evaluations, and an assessment of the suitability of available utilities and fire protection needs, include an assessment of bringing offsite utilities to the selected location.
 - 3. Drafting zoning analysis for the temporary and permanent site.
 - 4. Traffic circulation review
 - 5. Site access review
 - 6. Master conceptual site plan
 - 7. Temporary facility site plan
 - 8. Cost estimates for temporary and full site buildout

- iii. The Consultant shall provide an estimate of the Cost of the Work for the temporary and permanent buildout of the site

EXHIBIT A
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- iv. The Consultant understands that City will engage the services of a Contractor or Construction Estimator to provide an estimate of the Cost of the Work for the temporary and permanent buildout of the site. If necessary, the consultant shall participate in cost reconciliation meetings to reconcile the two cost estimates as an additional service.
- v. The Consultant shall work with the CM to review the preliminary schedule and budget to implement the temporary and permanent buildout of the site.
- vi. Pre-Design Services shall include up to (4) meetings with the City.

B. PHASE II – SCHEMATIC DESIGN

The Consultant will provide drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the City.

i. Task A – Schematic Design (30% Design Documents)

- a. Based on the City's approval of the Pre-Design documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Schematic Design Documents of the temporary building of the site for the City's approval.
- b. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, section and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- c. The Consultant shall conduct a stakeholder and production kickoff meetings at the beginning of this phase.
- d. During this phase, the Consultant shall hold bi-weekly project meetings with the City and Construction Manager.
- e. The Consultant shall provide a schematic design phase estimate of the Cost of the Work for the temporary buildout of the site.
- f. The Consultant shall review and comment on schematic design phase cost estimates prepared by the Construction Manager. If necessary, the consultant shall participate in cost reconciliation meetings to reconcile the two cost estimates as an additional service.

ii. Task B – Mechanical, Electrical, Plumbing, and Fire Protection Engineering

The Consultant shall provide the following:

- a. Engineering narrative describing the major site and building systems, design criteria, systems analysis and options.
 - b. Written recommendations for sustainable design features.
- iii. The Consultant shall submit 30% Design Documents to the City for review and approval.
 - iv. Schematic Design Phase includes up to (2) meetings with the City.

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- v. Schematic Design (SD) Phase (30% submission) deliverables
 - a. SD documents and outline specifications for the temporary buildout of site
 - b. SD cost estimate

C. PHASE III – DESIGN DEVELOPMENT

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

- i. Based on the City’s approval of the Schematic Design Documents, and on the City’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Consultant shall prepare Design Development Documents for the City’s approval.
- ii. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- iii. The Consultant shall provide the following design development disciplines:
 - a. Task A – Architectural Design
 - b. Task B – Structural Engineering
 - c. Task C – Mechanical Engineering
 - d. Task D – Plumbing Engineering
 - e. Task E – Electrical Engineering
 - f. Task F – Civil Engineering
The Consultant shall provide full coordinated civil site plans made current to reflect all City review comments.
 - g. Task G – Landscaping
The Consultant shall provide landscaping concept plan with required landscape buffers defined as far as opacity and width. Tree mitigation requirements shall be outlined and refined. Planting and irrigation requirements shall be compatible with City landscape requirements.
- iv. The Consultant shall submit 60% Design documents and outline specifications to the City for review and approval.
- v. The Consultant shall provide a design development phase estimate of the Cost of the Work for the temporary buildout of the site.

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- vi. The Consultant shall assist the Construction manager in providing detailed estimate of cost at completion of Design Development
- vii. Design Development Phase includes up to (2) meetings with the City.
- viii. The Consultant shall provide electronic sets of completed plans and specifications for use by the City in .pdf format.
- ix. Design Development (DD) Phase (60% submission) deliverables
 - a. DD documents including existing conditions plans, site construction/layout plans, preliminary grading and drainage plans, onsite/offsite utilities, industrial equipment plans/recommendations, and draft specifications for the temporary buildout of site
 - b. DD cost estimate

D. PHASE IV – CONSTRUCTION DOCUMENTS

- i. Based on the City’s approval of the Design Development Documents, and on the City’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Consultant shall prepare Construction Documents for the City’s approval.
- ii. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.
- iii. The Consultant shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- iv. The City and the Consultant acknowledge that to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Consultant shall review in accordance with the Construction Administration Phase outlined below.
- v. The Consultant shall submit 90% Design documents and specifications to the City for review and approval.
- vi. Consultant shall provide Construction documents that include complete detailed documents for all aspects of the Project. Preparations of the Construction Documents shall include review and approvals of the City.
 - a. *Task A – Architectural*
The Consultant shall submit all Construction Documents for the City’s review in pdf format suitable for City annotating. Final approved documents for printing shall be made available in pdf format for reproduction by the Consultant upon the city’s request. Electronic plans and specifications for review purposes must be provided in pdf format.
 - b. *Task B – Structural Engineering*
 - c. *Task C – Mechanical Engineering*
 - d. *Task D - Plumbing Engineering*

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- e. *Task E – Electrical Engineering*
- f. *Task F – Site Lighting*

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

Consultant shall provide:

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

Consultant shall provide a landscape plan with required landscape buffers defined as far as opacity and width for the temporary site build out area only. Planting and irrigation requirements defined and compatible with City landscape requirements.
- vii. The Consultant shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- viii. The City and the Consultant acknowledge that to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Consultant shall review in accordance with the Construction Administration Phase outlined below.
- ix. Construction Document Phase includes up to (2) meetings with the City.
- x. The Consultant understands that City will engage the services of a Contractor or Construction Estimator to provide an updated estimate of the Cost of the Work based on the Construction Documents.
- xi. Construction Documents (CD) Phase (90% submission) deliverables
 - a. CD documents including signed and sealed drawings, existing conditions plans, site

EXHIBIT A
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construction/layout plans, preliminary grading and drainage plans, onsite/offsite utilities, industrial equipment plans/recommendations, and specifications for the temporary buildout of site

- b. CD cost estimate
- c. Final Construction Documents after Owner review

E. PHASE V - BIDDING AND PERMITTING

- i. Bidding: The Consultant shall provide prompt documents responses to the Construction Manager and City, in narrative or sketch for to bidder's questions. The Consultant shall attend one (1) pre-bid conference and shall assist in bid evaluation and alternative analysis.
- ii. Permitting: The Consultant shall prepare permit documents for the Construction Manager's submission to the City of Bradenton Building Department. The Contract shall provide prompt responses to the plans examiner's comments until permit is granted.
- iii. Negotiations with the Construction Manager
 - a. The Consultant, following the City's approval of the Construction Documents and of the latest detailed estimate of construction costs, shall assist the City, as requested, in reviewing the Construction Manager's final GMP proposal for all construction contemplated by the Construction Documents. In addition, if the Construction manager's proposal is initially rejected by the City, the Consultant shall, if requested by the City, attend any and all meetings between the City and the Construction Manager to discuss the basis of the reject of the proposal and review any revisions made by the Construction Manager in order to obtain the City's approval.
 - b. In the event the Construction Manager's proposal is accepted by the City, the Consultant shall revise the Construction Documents to include any changes in the work made during the negotiation phase. However, if the design documents are reflective of the City's direction and within the established budget, any additional Value Engineering efforts requested of the Consultant shall be negotiated as an additional serve for the revisions to the design documents package (plans and specifications).
- iv. If the Construction Manager's proposed GMP is in excess of the Project budget:
 - a. The City may instruct the Consultant to modify the drawings as required to meet the approved budget figure; or
 - b. The City may revise the budget an authorize the Consultant to proceed based upon the Construction Managers estimate.
- v. In the event the Construction Manager's proposal is ultimately not accepted by the City, any subsequent bidding assistance shall be negotiated as additional services.

F. PHASE VI – CONSTRUCTION ADMINISTRATION

- i. Task A – Construction Phase
 - a. The Consultant shall assist City with permitting such as Florida Department of Environmental Protection (FDEP) erosion control and coordinate with permitting

EXHIBIT A
SCOPE OF SERVICES

- agencies. Coordinate directly with permitting agencies as necessary.
- b. The Consultant shall attend pre-construction meetings.
 - c. The Consultant shall attend construction coordination meetings twice monthly throughout the construction period.
 - d. The Consultant shall review Construction Manager's payment requisition, change proposals, and change orders, and recommend action.
 - e. The Consultant shall conduct onsite visits to observe progress of construction and conformance to Construction Drawings.
 - f. The Consultant shall provide responses and clarification of field request for information within seven (7) days of written receipt.
 - g. The Consultant shall process shop drawings and submittals within seven (7) calendar days of receipt unless the submittal involved multiple disciplines, in which event the maximum time for review shall be fourteen (14) calendar days. Construction Manager will provide a submittal schedule to the Consultant for review and planning purposes.
 - h. The Consultant shall assist the Construction Manager in coordinating inspection services.
 - i. The Consultant shall monitor construction project schedules developed by the Construction manager.
 - j. The Consultant shall visit the site at intervals of no less than twice a month and appropriate to the stage of construction to become familiar with the progress and quality of work completed and to determine if the work is being performed in a manner indicating that the work is in accordance with the Construction Documents (as defined in the Construction manager contract). However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work (as defined in the Construction Manager contract). On the basis of on-site observations, the Consultant shall notify the City of any observed defects and deficiencies in the work. The Consultant shall generate and distribute a field report documenting observations from the above referenced site visits.
 - k. Construction Phase includes up to twelve (12) meetings with the City.
 - l. The Consultant shall perform a substantial completion inspection and work with the Construction Manager and City to generate a conformed punch-list.
 - m. Upon completion of the punch-list, the Consultant shall perform a final walk-thru to confirm that all punch-list items have been addressed by the Construction Manager.
 - n. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall not be responsible for the Construction Manager's schedules or failure to carry out the work in accordance with the Contract Documents. The Consultant shall not have control over acts or omissions of the Construction manager, subconsultants, or their agents or employees, or of any other persons performing portions of the work not hired by the Consultant.
 - o. The Consultant shall notify the City, in writing, of any delays beyond the Consultant's

EXHIBIT A
SCOPE OF SERVICES

control, including delays associated with the Construction Manager, beyond the time frames identified in the Agreement.

- ii. Task B - Post Construction Services
 - a. The Consultant shall assist with the closeout obligations required of the Construction Manager. The Consultant shall provide a one-year warranty inspection.
 - b. Consultant shall provide project closeout service to include walk through services at the end of the 12-month period following build out of Project.
 - c. Consultant shall provide AutoCAD files to City for archiving. AutoCAD files will include record documents that incorporate the revisions that occurred during the construction phase as well as the incorporation of the CM-provided as-build drawing information.

**EXHIBIT B
PROJECT SCHEDULE**

PHASE 1 PUBLIC WORKS MASTER PLANNING		
Description of Phase	Duration (Calendar Days)	Days from NTP
Phase I – Pre-design	75	90
Phase II – Schematic Design	60	150
Phase III – Development Design	70	220
Phase IV – Construction Design	80	300
Phase V – Bidding and Permitting	30*	
Phase VI – Construction Administration	180*	

Time frame allowed for each phase does not includes time for the City review of Consultant deliverables,

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

**EXHIBIT C
FEE SCHEDULE**

PHASE 1 PUBLIC WORKS MASTER PLANNING	
Professional Services	Fixed Fee
Phase I – Pre-design	\$156,700.00
Phase II – Schematic Design	\$50,505.00
Phase III – Development Design	\$70,707.00
Phase IV – Construction Design	\$80,808.00
Phase V – Bidding and Permitting	\$54,800.00
Phase VI – Construction Administration	\$86,430.00
FIXED FEE Subtotal	\$499,950.00
CONTINGENCY (Not to Exceed)	\$80,000.00
PHASE 1 PUBLIC WORKS MASTER PLANNING NOT TO EXCEED AMOUNT	\$579,950.00

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

Standard Billing Rates	
Senior Principal	\$250.00
Principal	\$225.00
Project Manager	\$195.00
Project Architect	\$175.00
Project Designer	\$135.00
Designer/CAD Technician	\$100.00
Interior Designer	\$175.00
Clerical/Procurement	\$95.00

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Assignment and Assumption of PB-23-003NT with Municipal Emergency Services, Inc.

SUGGESTED ACTION: Approve Assignment and Assumption for Mayor's Signature

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

This Assignment and Assumption of PB-23-003NT (the "Assignment") is made by and between Municipal Emergency Services, Inc., a Florida profit corporation located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (the "Assignor") and MES Service Company, LLC, a Florida limited liability company located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (the "Assignee"), and the City of Bradenton, a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 (the "City").

WHEREAS, on January 20, 2023, Assignor and the City entered into the PB-23-003NT (the "Contract") for the provision of fire equipment, parts, supplies, and services; and

WHEREAS, Assignor has represented to the City that Assignor has undergone a company reorganization and Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

WHEREAS, Assignee agrees to assume the rights and obligations of Assignor under the Contract for the duration of the Contract Term.

FINANCIAL IMPACT:

Included in FY-25 Budget

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Assignment and Assumption of PB-23-003NT.

ATTACHMENTS:

[Assignment and Assumption of PB-23-003NT](#)

Assignment and Assumption of PB-23-003NT

This Assignment and Assumption of PB-23-003NT (the “Assignment”) is made by and between Municipal Emergency Services, Inc., a Florida profit corporation located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (the “Assignor”) and MES Service Company, LLC, a Florida limited liability company located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (the “Assignee”), and the City of Bradenton, a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 (the “City”).

WHEREAS, on January 20, 2023, Assignor and the City entered into the PB-23-003NT (the “Contract”) for the provision of fire equipment, parts, supplies, and services; and

WHEREAS, Assignor has represented to the City that Assignor has undergone a company reorganization and Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

WHEREAS, Assignee agrees to assume the rights and obligations of Assignor under the Contract for the duration of the Contract Term; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Assignment**. Assignor transfers, assigns, and sets over unto Assignee, all of Assignor’s rights, duties, obligations, and interest in the Contract, with said assignment to be effective upon the date of execution of this Assignment.
3. **Assumption**. Assignee accepts and agrees to be bound by and fully perform all of Assignor’s obligations, duties, and responsibilities under the Contract, including all orders, proposals, modifications, amendments, addenda, extensions, and statements of work (collectively, the “Contract Documents”), and to abide by all terms and conditions specified in the Contract Documents. As of the effective date of this Assignment, the term “Contractor,” as used in the Contract Documents, shall refer to the Assignee.
4. **Notice**. Any required notice to Assignee pursuant to the terms of the Contract shall be sent to:

Attention: Maria Donovan

Contracts Manager

mdonovan@mesfire.com

Municipal Service Company, LLC.

12 Turnberry Ln, 2nd Floor

Sandy Hook, CT 06482

5. **Representations of Assignor and Assignee.** By executing this Assignment, under penalty of perjury, Assignor and Assignee attest that (i) there is no operating agreement, written or oral, which limit the authority of the Assignor's and Assignee's signatories to execute this Assignment and (ii) Assignor's and Assignee's signatories are fully authorized to execute this Assignment.
6. **City Consent.** The City consents to the Assignment.
7. **Conflict.** To the extent the terms of this Assignment conflict with the terms of the Contract, the terms of this Assignment shall control. All other terms of the Contract shall remain in full force and effect.
8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising out of this Assignment shall be in Manatee County, Florida.
9. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment has been made and executed by each duly authorized representative and is effective as of this 12th day of March 2025.

[Signature Page to Follow]

Signature: Ward Petrie
Ward Petrie (Mar 10, 2025 16:01 EDT)

Email: wpetrie@mesfire.com

ASSIGNOR:

By: Ward Petrie

Print Name: Ward Petrie

Print Title: SVP Finance

Address: 12 Turnberry Lane, 2nd Fl
Sandy Hook, CT 06482

Date: 3/10/25

ASSIGNEE:

By: Ward Petrie

Print Name: Ward Petrie

Print Title: SVP Finance

Address: 12 Turnberry Lane, 2nd Fl
Sandy Hook, CT 06482

Date: 3/10/25

CITY OF BRADENTON

BY: _____
GENE BROWN, MAYOR

ATTEST:

BY: _____
TAMARA MELTON
City Clerk

Date: _____

Approved as to form:

BY: _____
SCOTT E. RUDACILLE
City Attorney







Assignment and Assumption of PB 23-003NT(5097520.1)

Final Audit Report

2025-03-10

Created:	2025-03-10
By:	Maria Donovan (mdonovan@mesfire.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj-SKmp2NROtF6ftoevBCaSg7eEnlZxmu

"Assignment and Assumption of PB 23-003NT(5097520.1)" History

-  Document created by Maria Donovan (mdonovan@mesfire.com)
2025-03-10 - 6:19:48 PM GMT
-  Document emailed to wpetrie@mesfire.com for signature
2025-03-10 - 6:19:52 PM GMT
-  Email viewed by wpetrie@mesfire.com
2025-03-10 - 7:59:56 PM GMT
-  Signer wpetrie@mesfire.com entered name at signing as Ward Petrie
2025-03-10 - 8:01:18 PM GMT
-  Document e-signed by Ward Petrie (wpetrie@mesfire.com)
Signature Date: 2025-03-10 - 8:01:20 PM GMT - Time Source: server
-  Agreement completed.
2025-03-10 - 8:01:20 PM GMT

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Renewal of PB-22-028NT with Sulphuric Acid Trading Company, Inc.

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

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The City and Contractor entered into a contract in response to PB 22-028NT on April 13, 2022, whereby Contractor agreed to supply the City with certain chemicals, as more specifically described in PB 22-028NT. The initial term of the Contract expires on February 28, 2025, and the Contract provides the parties with the option to renew for two (2) additional one (1) year periods. The parties wish to renew the Contract for an additional one (1) year period.

FINANCIAL IMPACT:

Included in FY24-25 budget.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and edited by Attorney Scott Rudacille

SUGGESTED MOTION:

Motion to approve the first renewal of PB-22-028NT with Sulphuric Acid Trading Company, Inc.

ATTACHMENTS:

[First Contract Renewal with Sulphuric Acid Trading Company Inc.](#)

**First Contract Renewal of PB 22-028NT
between Sulphuric Acid Trading Company, Inc. and the City of Bradenton**

This FIRST CONTRACT RENEWAL of PB 22-028NT (the “Renewal”), is made this 26th day of March 2025, between the CITY OF BRADENTON (hereinafter, the “City”), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and SULPHURIC ACID TRADING COMPANY, INC. (hereinafter, the “Contractor”), a Florida profit corporation with a principal office located at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to PB 22-028NT (the “Contract”) on April 13, 2022, whereby Contractor agreed to supply the City with certain chemicals, as more specifically described in PB 22-028NT; and

WHEREAS, the initial term of the Contract expires on February 28, 2025, and the Contract provides the parties with the option to renew for two (2) additional one (1) year periods; and

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

WHEREAS, the parties wish to replace the Fee Schedule set forth in Exhibit “B” to the Contract with the updated fee schedule attached hereto as Exhibit “A”; and

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

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

1. **Recitals.** The recitals in the “WHEREAS” clauses are incorporated by reference and made a part of this Renewal.
2. **Renewal of the Contract.** The Contract is hereby renewed for an additional one (1) year term to expire on February 28th, 2026.
3. **Fees.** The fees for all products supplied pursuant to the Contract subsequent to the execution of this Renewal shall conform to the fee schedule attached hereto as Exhibit “A”.
4. **Affirmation.** Except as amended by the terms of this Renewal, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

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

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

Brent Shonka

Brent Shonka, as General Manager
Sulphuric Acid Trading Company, Inc.

March 13, 2025

Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

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

March, 19, 2025

Date

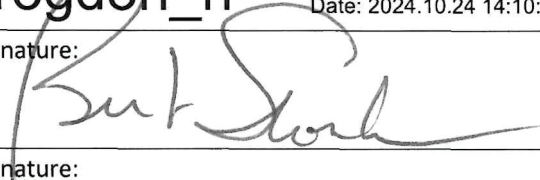


CONTRACT RENEWAL OR EXTENSION REQUEST FORM			
Contract #:	4600005527	Solicitation Title:	21-7921 Countywide Chemicals
Name of Requester:	Howard Brogdon	Division Name:	Public Utilities Water
Company Name:	Sulphuric Acid Trading Company, Inc.	Name of Company Agent:	Brent Shonka, President
Vendor Email:	Kbain@satcoinc. net/ Satco@satcoinc. net	Vendor Phone Number:	(813) 225- 2000
Current Term:	March 1, 2022 - March 1, 2025	Requested Term:	March 1, 2025 - March 1, 2026
SECTION 1a. APPLICABLE TO RENEWAL		SECTION 1b. APPLICABLE TO EXTENSION	
<p style="text-align: center;">Fill out the <u>Renewal</u> section if there are renewals identified and available per the contract.</p> <p style="text-align: center;">Ex: 1- 1 Yr. Renewal of 2</p>		<p style="text-align: center;">Fill out the <u>Extension</u> section if no renewals are identified in the contract or if all renewals have been exhausted.</p> <p style="text-align: center;">Ex: No Renewals/ Ext Available</p>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Request to Exercise 1st Renewal <input type="checkbox"/> Request to Exercise 2nd Renewal <input type="checkbox"/> Request to Exercise 3rd Renewal <input type="checkbox"/> Request to Exercise 4th Renewal </div> <div style="width: 45%;"> <input type="checkbox"/> Renewal to Exercise an Evergreen <input type="checkbox"/> Renewal Includes Price Increase* <input type="checkbox"/> Increase Accepted by the Division* <input type="checkbox"/> Other: _____ </div> </div> <p style="font-size: small; margin-top: 10px;">*The original solicitation document and/or resultant contract must contain a provision permitting price increases. Submit a new request ticket for "Contract Amendment" with supporting documentation accepted by the Division for any renewals with Price Increases.</p>		<input type="checkbox"/> Request to Exercise Administrative Extension (180 days) <input type="checkbox"/> Request Extension <i>Beyond</i> the Administrative Extension (180 days) *If selecting this option, an Executive Summary must be provided with this form.	
SECTION 2a. RENEWAL AFFIRMED		SECTION 2b. EXTENSION AFFIRMED	
<p style="text-align: center;">Project Manager/Contract Agent affirms the Vendor meets the following requirements:</p>		<p style="text-align: center;">Project Manager/Contract Agent affirms the following requirements to extend:</p>	
<input checked="" type="checkbox"/> That the Contractor has performed in a satisfactory manner. <input checked="" type="checkbox"/> The renewal is subject to the terms and conditions outlined in the initial contract. Cost and term modifications are addressed in the original solicitation document and/or resultant contract. <input checked="" type="checkbox"/> That the renewal is done for a set period of time identified in the solicitation document and/or contract, commencing at the end of the contract period. <p>Applicable only to Price Increases:</p> <input type="checkbox"/> The request for a price increase has been evaluated and the supporting documentation justifies the request.		<input type="checkbox"/> The extension period is identified in the original solicitation document and/or resultant contract. <input type="checkbox"/> The extension period is for the same terms and conditions. <input type="checkbox"/> The existing contract will be terminated upon issuance of the new contract without further notice. <input type="checkbox"/> Any (non-blanket) Purchase Order that extends beyond the expiration date of the original contract will survive and remain subject to the terms and conditions of that contract until the completion or termination of the Purchase Order.	

SECTION 3. APPROVALS

THE VENDOR HEREBY AGREES TO THE SAME TERMS AND CONDITIONS AND IS AN AUTHORIZED AGENT OF THE COMPANY WITH THE AUTHORITY TO EXECUTE THIS FORM ON THE COMPANY'S BEHALF.

***If the signer is NOT an authorized agent listed on Sunbiz, please also submit a Corporate Resolution, Limited Power of Attorney, Secretary's Certificate, or notarized letter from one of the listed principals giving that person signature authority.**

Project Manager/ Contract Agent Name and Date: Howard Brogdon; October 24, 2024	Signature: brogdon_h Digitally signed by brogdon_h Date: 2024.10.24 14:10:31 -04'00'
Vendor – Authorized Signatory Name and Date: Brent Shonka, October 24, 2024	Signature: 
Procurement Director or Designee's Name: Sandra Srnka	Signature: Sandra Srnka Digitally signed by Sandra Srnka Date: 2024.12.30 12:53:23 -05'00'
Procurement Use Only	
<input checked="" type="checkbox"/> Approved Renewal Term	Approved Term: 03/01/2025- 02/28/2026
<input type="checkbox"/> Approved Renewal Term with Price Increase	Approved Term:
<input type="checkbox"/> Renewal Term with Price Increase is subject to Board Approval	Date Board Approved:
<input type="checkbox"/> Approved Administrative Extension Term	Approved Extension Term:
<input type="checkbox"/> Extension is subject to Board Approval	Date Board Approved Term:
Notes: This is 1 of 2 available renewals.	

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Sulphuric Acid Trading Company, Inc.
Address:	10210 Highland Manor Drive, Suite 140, Tampa FL 33610
Phone Number:	(813)225-2000
Authorized Representative's Name:	
Authorized Representative's Title:	General Manager
Email Address:	satco@satcoinc.net

AFFIDAVIT

I, Brent Shonka (Name of Authorized Representative), as authorized representative attest that Sulphuric Acid Trading Company, Inc. (Name of Nongovernmental Entity) does not use coercion for labor or services as defined in § 787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Brent Shonka
 (Signature of authorized representative)

January 17, 2025
 Date

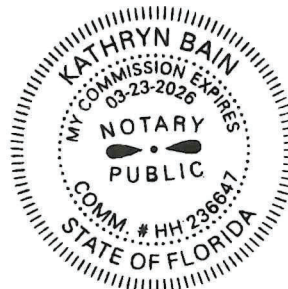
STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization this 17th day of January, 2025, by Brent Shonka (Name of Affiant), who produced his Florida Driver's License as identification.

Kathryn Bain
 Notary Public (not required when digital)

March 23, 2026
 Commission Expires



Personally Known OR Produced Identification

Type of Identification Produced: N/A

21-7921 Countywide Chemicals effective March 1, 2025

Item	Product	Description	Unit of Measure	Rank	Vendor	Cost
1	W-1	Ammonia	lbs	Primary	Airgas Specialty	\$1.3800
1	W-1	Ammonia	lbs	Secondary	No Bid	-
1	W-1	Ammonia	lbs	Tertiary	No Bid	-
2	W-2	Carbon Dioxide	ton	Primary	Matheson	\$415.6000
2	W-2	Carbon Dioxide	ton	Secondary	No Bid	-
2	W-2	Carbon Dioxide	ton	Tertiary	No Bid	-
3	W-3	Chlorine	lbs	Primary	Allied Universal	\$0.8120
3	W-3	Chlorine	lbs	Secondary	Brenntag	\$0.8945
3	W-3	Chlorine	lbs	Tertiary	No Bid	-
4	W-4	Corrosion Inhibitor (ortho-polyphosphate) 80-20	lbs	Primary	Carus	\$0.6600
4	W-4	Corrosion Inhibitor (ortho-polyphosphate) 80-20	lbs	Secondary	Chemrite	\$0.7080
4	W-4	Corrosion Inhibitor (ortho-polyphosphate) 80-20	lbs	Tertiary	No Bid	-
5	W-5	Fluoride (Sodium Fluorsilicate)	lbs	Primary	Chemrite	\$1.7400
5	W-5	Fluoride (Sodium Fluorsilicate)	lbs	Secondary	No Bid	-
5	W-5	Fluoride (Sodium Fluorsilicate)	lbs	Tertiary	No Bid	-
6	W-6	Lime	lbs	Primary	No Bid	-
6	W-6	Lime	lbs	Secondary	No Bid	-
6	W-6	Lime	lbs	Tertiary	No Bid	-
7	W-7	Liquid PO4	lbs	Primary	Carus	\$0.8600
7	W-7	Liquid PO4	lbs	Secondary	Chemrite	\$0.9970
7	W-7	Liquid PO4	lbs	Tertiary	No Bid	-
8	W-8	Muriatic Acid	lbs	Primary	Allied Universal	\$0.3210
8	W-8	Muriatic Acid	lbs	Secondary	Harcos	\$0.3350
8	W-8	Muriatic Acid	lbs	Tertiary	No Bid	-
9	W-9	Scale Inhibitor	lbs	Primary	American Water	\$1.3300
9	W-9	Scale Inhibitor	lbs	Secondary	No Bid	-
9	W-9	Scale Inhibitor	lbs	Tertiary	No Bid	-
10	W-10	Sludge Polymer	lbs	Primary	Polydyne	\$2.3800
10	W-10	Sludge Polymer	lbs	Secondary	No Bid	-
10	W-10	Sludge Polymer	lbs	Tertiary	No Bid	-
11	W-11	50% Sodium Hydroxide	dry ton	Primary	Brenntag	\$650.60
11	W-11	50% Sodium Hydroxide	dry ton	Secondary	Allied Universal	\$720.00
11	W-11	50% Sodium Hydroxide	dry ton	Tertiary	Harcos	\$739.00
12	W-12	Sulfuric Acid	lbs	Primary	Shrieve Chemical	\$0.09900
12	W-12	Sulfuric Acid	lbs	Secondary	SATCO	\$0.10050
12	W-12	Sulfuric Acid	lbs	Tertiary	No Bid	-
13	W-13	Polymer	lbs	Primary	Polydyne	\$2.3800
13	W-13	Polymer	lbs	Secondary	No Bid	-
13	W-13	Polymer	lbs	Tertiary	No Bid	-
14	WW-1	Emulsion Polymer	lbs	Primary	Polydyne	\$1.9100
14	WW-1	Emulsion Polymer	lbs	Secondary	No Bid	-
14	WW-1	Emulsion Polymer	lbs	Tertiary	No Bid	-
15	WW-3	25% Sodium Hydroxide Solution	gal	Primary	Harcos	\$1.5500
15	WW-3	25% Sodium Hydroxide Solution	gal	Secondary	Allied Universal	\$1.5600
15	WW-3	25% Sodium Hydroxide Solution	gal	Tertiary	Odyssey	\$1.9700
16	W/WW-1	Calcium Hypochlorite	lbs	Primary	Chemrite	\$1.8100
16	W/WW-1	Calcium Hypochlorite	lbs	Secondary	Brenntag	\$2.0890
16	W/WW-1	Calcium Hypochlorite	lbs	Tertiary	Harcos	\$2.3900
17	W/WW-2	Sodium Hypochlorite	gal	Primary	Allied Universal	\$1.5800
17	W/WW-2	Sodium Hypochlorite	gal	Secondary	Odyssey	\$1.6200
17	W/WW-2	Sodium Hypochlorite	gal	Tertiary	No Bid	-
18	PR-2	Sodium Bicarbonate	lbs	Primary	Brenntag	\$0.4750
18	PR-2	Sodium Bicarbonate	lbs	Secondary	Harcos	\$0.4775
18	PR-2	Sodium Bicarbonate	lbs	Tertiary	No Bid	-
19	PR-3	Muriatic Acid	gal	Primary	Harcros	\$3.2200
19	PR-3	Muriatic Acid	gal	Secondary	Brenntag	\$3.4900
19	PR-3	Muriatic Acid	gal	Tertiary	Odyssey	\$8.2500
20	PR-5	Calcium Chloride	lbs	Primary	Harcos	\$0.4900
20	PR-5	Calcium Chloride	lbs	Secondary	Brenntag	\$0.5600
20	PR-5	Calcium Chloride	lbs	Tertiary	No Bid	-
21	PR-6	Cal-Hypo (100% Chlorine)	lbs	Primary	Chemrite	\$1.8100
21	PR-6	Cal-Hypo (100% Chlorine)	lbs	Secondary	Brenntag	\$2.0890
21	PR-6	Cal-Hypo (100% Chlorine)	lbs	Tertiary	Harcros	\$2.3900
22	PR-8	Soda Ash	lbs	Primary	Brenntag	\$0.4895
22	PR-8	Soda Ash	lbs	Secondary	No Bid	-
22	PR-8	Soda Ash	lbs	Tertiary	No Bid	-
23	PR-9	Chlorine Tablets	lbs	Primary	Brenntag	\$3.0000
23	PR-9	Chlorine Tablets	lbs	Secondary	No Bid	-
23	PR-9	Chlorine Tablets	lbs	Tertiary	No Bid	-

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFBC 25-004EJ Manatee Elementary Sidewalk and Safety Improvements

SUGGESTED ACTION: Authorize award and pursue a contract with C-Squared CGC, Inc.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On January 30, 2025, City of Bradenton advertised Invitation to Bid (IFB) Construction 24-004EJ to select a contractor for Manatee Elementary Sidewalk and Safety Improvements. Notice of this IFB was made through DemandStar (1,708 vendors were notified) and an advertisement in the Sarasota Herald Tribune. 50 vendors viewed the solicitation, and 6 contractors submitted a bid. C-Squared CGC, Inc. as the responsive and responsible bidder, is recommended for award.

FINANCIAL IMPACT:

Included in FY24-25 budget.

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:

Motion to authorize the award for IFBC 25-004EJ and to pursue a contract with C-Squared CGC, Inc.

ATTACHMENTS:

25-004EJ NORA Packet



NOTICE OF RECOMMENDED AWARD

SOLICITATION #	25-004EJ	TYPE:	IFB Construction – Invitation for Bids		
SOLICITATION TITLE	Manatee Elementary Sidewalk and Safety Improvements				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
DEPARTMENT	Public Works – Engineering				
ADVERTISED DATE	1/30/2025	RESPONSE DATE	3/5/2025		
NOTIFICATIONS	1708	VIEWS	50	RESPONSES	6

RESPONDENTS		
VENDOR	LOCATION	TOTAL BID PRICE
C-Squared CGC, Inc.	Sarasota, FL	\$1,083,949.70
Dekora LLC	Miami, FL	\$1,091,087.70
Timm Group Stucco, Inc.	New Port Richey, FL	\$1,161,365.55
AJ General Construction Services, Inc.	Dover, FL	\$1,317,798.16
Ferreira Construction Company Inc.	Hobe Sound, FL	\$1,551,113.45
Cathcart Construction Company – Florida, LLC	Winter Springs, FL	\$1,644,209.00

RECOMMENDED AWARD
C-Squared CGC, Inc. having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
<u>Erin Jones</u> Procurement Official or Designee	<u><i>Erin Jones</i></u> Signature	<u>3/19/2025</u> Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: March 19, 2025

SUBJECT: Award Recommendation for 25-004 Manatee Elementary Sidewalk and Safety Improvements

BACKGROUND:

On January 30, 2025, City of Bradenton advertised Invitation to Bid (IFB) Construction 24-004EJ to select a contractor for Manatee Elementary Sidewalk and Safety Improvements. Notice of this IFB was made through DemandStar (1,708 vendors were notified) and an advertisement in the Sarasota Herald Tribune. 50 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Purchasing reviewed all bids for responsiveness and deemed the lowest bidder, C-Squared CGC, Inc., responsive. The City's Engineer of Record, checked the references of the lowest responsive bidder, C-Squared CGC, Inc. Engineering deemed that C-Squared CGC, Inc. met all the requirements established in the solicitation documents. See the attached Departmental letter that summarizes the details of their reference checks.

RECOMMENDATION:

I recommend award to C-Squared CGC, Inc. as the responsive and responsible bidder.



Public Works and Utilities Department Technical Memorandum

To: Irvin Lee, PE ; Kim Clayback, PE
 From: Umar Waraich
 CC: Erin Jones
 Date: 03/17/2025
Subject: Bid Review and Recommendation for Manatee Elementary Sidewalk and Safety Improvements Project

We have conducted a thorough review of the bid submitted for the *Manatee Elementary Sidewalk and Safety Improvements Project* which was received by the City of Bradenton prior to 2:30 PM on March 5, 2025. This project encompasses sidewalk and safety improvements along 7th Ave E, from 14th St E to 24th St E, including the construction of approximately 6,230 linear feet of sidewalk.

The Invitation to Bid (IBF) outlined the following selection criteria for bid evaluation:

Criteria	Qualifier	Demonstrated Experience
A	Bidder	Bidder must have performed, as a Prime Contractor, a project that included at least 5,000 linear feet of roadway and right of way improvements.
B	Bidder or Subcontractor	Bidder or Subcontractor must have performed a project that included ADA compliant sidewalks and road crossings.
C	Bidder or Subcontractor	At least one of the project references for criteria A or B above must have had a minimum cost of not less than \$500,000.

Following a review of the bid package, we provide the following summary for **C-Squared Certified General Contractor, Inc.:**

Pros:

- Provided solid references and demonstrated relevant past projects experience for each scope of work.
- The bid amount is 2.19% higher than the Engineer’s Opinion of Probable Cost.

Cons:

- The contractor is engaged in other active projects with the City of Bradenton.

Upon reviewing the bid against the established criteria, we recommend proceeding with **C-Squared Certified General Contractor, Inc.** and consideration for award approval by the City Council. C-Squared has supplied a reference project with a contract value exceeding \$500,000, meeting Criteria A, B, and C. At this time, we have only received two responses from the reference contacts. Both confirmed C- Squared Certified General Contractor, Inc. performed to the scope of each project within the allotted schedule, budget, and met all Criteria requirements outlined in the solicitation.

Below is a comparison of the submitted bid and the Engineer's Opinion of Probable Construction Cost:

Bidder	Manatee Elementary Sidewalk and Safety Improvements
C- Squared Certified General Contractor, Inc	\$1,083,949.70
Engineer's Opinion of Probable Construction Cost	\$1,060,710.92

The Engineer's Opinion of Probable Construction Cost was based on a 2023 estimate. Given the current volatility in construction materials and labor costs, we anticipate potential short-term increases in the market. Consequently, the 2.19% variance in the bid is considered reasonable in light of these market trends. Based on our evaluation, we recommend moving forward for the completion of the *Manatee Elementary Sidewalk and Safety Improvements Project* with **C-Squared Certified General Contractor, Inc.**

Respectfully,

Umar Waraich
Infrastructure Engineer II
City of Bradenton



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

D'AGOSTINO, MICHAEL

C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC.
9112 KINGSTON RD
BRADENTON FL 34210

LICENSE NUMBER: CUC1225171

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DAGOSTINO, MICHAEL

C-SQUARED CERTIFIED GENERAL CONTRACTOR INC
9112 KINGSTON RD
BRADENTON FL 34210

LICENSE NUMBER: CGC1506629

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)

ISSUED: 07/22/2024

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RESPONSIVENESS AND RESPONSIBILITY MATRIX

Solicitation #: **25-004EJ** Solicitation Title: **Manatee Elementary Sidewalk and Safety Improvements**

OFFEROR	BID BOND	TABLATION OF SUBCONTRACTORS	LICENSE	FLORIDA TRENCH SAFETY	QUALIFICATION STATEMENT	PUBLIC ENTITY CRIMES	DISPUTE/LITIGATION	NON-COLLUSION, DRUG FREE, ANTI-HUMAN TRAFFICKING	CONTRACTOR QUALIFICATION FORM (CQF)	FDOT FORMS: CURRENT CAPACITY, LOBBYING, DISCLOSURE OR LOBBYING, DEBARMENT, VENDOR ELIGIBILITY	FEE SCHEDULE	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
C-Squared CGC, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$1,083,949.70	
Dekora LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,091,087.70	
Timm Group Stucco, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,161,365.55	
AJ General Construction Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,317,798.16	
Ferreira Construction Company Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,551,113.45	
Cathcart Construction Company – Florida, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,644,209.00	

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for RFP 25-003EJ Grant Writing Services

SUGGESTED ACTION: Authorize award and pursue a contract with Witt O'Brien and Hagerty Consulting.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

On January 17, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-003EJ to select a firm(s) for Grant Writing Services. Notice of this RFP was made through DemandStar, 157 vendors were notified. 29 vendors viewed the solicitation, and 11 vendors submitted a proposal.

On March 5, 2025, a three member evaluation committee with two advisors reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation.

Following scoring, four proposers were shortlisted to participate in a presentation and question and answer session on March 19, 2025. After the presentation and question and answer session with all the firms, the Committee reconvened and determined to award to the top two highest ranking proposers. Witt O'Brien and Hagerty Consulting being the two highest ranking proposers are recommended for award.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:

Motion to authorize the awards for RFP 25-003EJ and to pursue a contracts with Witt O'Brien and Hagerty Consulting.

ATTACHMENTS:

[25-003EJ NORA Packet](#)

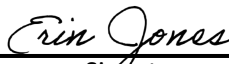


NOTICE OF RECOMMENDED AWARD

SOLICITATION #	25-003EJ	TYPE:	Request for Proposals (RFP)		
SOLICITATION TITLE	Grant Writing Services				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
ADVERTISED DATE	1/17/2025	RESPONSE DATE	2/21/2025		
NOTIFICATIONS	157	VIEWS	29	RESPONSES	11

RESPONDENTS		
VENDOR	LOCATION	RANK
Witt O'Brien	Houston, TX	1
Hagerty Consulting	Evanston, IL	2
iParametrics, LLC	St. Petersburg, FL	3
EXP U.S. Services, Inc.	Tampa, FL	4
Other Respondents (in alphabetical order)		
A.Marie Consultants Brooks & Dun Grant Consulting Elos GTC 360 Advisors Harper Doss Group Kimley-Horn and Associates The Ferguson Group		

RECOMMENDED AWARD
It is City of Bradenton's intent to initiate contract negotiations with Witt O'Brien and Hagerty Consulting to provide Grant Writing Services. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION		
Erin Jones _____ Purchasing Manager or Designee	 _____ Signature	3/20/2025 _____ Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: March 19, 2025

SUBJECT: Award Recommendation for 25-003EJ Grant Writing Services

BACKGROUND:

On January 17, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-003EJ to select a firm(s) for Grant Writing Services. Notice of this RFP was made through DemandStar, 157 vendors were notified. 29 vendors viewed the solicitation, and 11 vendors submitted a proposal.

ANALYSIS:

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals responsible.

On March 5, 2025, a three member evaluation committee with two advisors reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation.

Following scoring, four proposers were shortlisted to participate in a presentation and question and answer session on March 19, 2025. After the presentation and question and answer session with all the firms, the Committee reconvened and determined to award to the top two highest ranking proposers. Witt O'Brien and Hargerty Consulting being the two highest ranking proposer are recommended for award.

RECOMMENDATION:

I recommend award to Witt O'Brien and Hargerty Consulting as the responsive and responsible proposers.



MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittal from firms responding to Request for Proposals 25-003EJ Grant Writing Services

March 5, 2025 1:30 pm
101 Old Main Street, Lobby Conference Room

Committee Members in attendance (voting members):

1. Nilsa Taylor – Administrative Director
2. Heidi Warnemunde – Assistant Finance Director
3. Rebecca Desch – Business Operations Manager, Fire Department

Other City staff and/or advisers in attendance

1. Jeremy Giddens – Grant Specialist, Police Department
2. David Lindsey – Capital Improvements Fiscal Program Manager, Public Works
3. Erin Jones, Procurement Representative

The following eleven (11) firms submitted proposals:

EXP U.S. Services Inc.
Hagerty Consulting
iParametrics, LLC
Witt O'Brien

Erin Jones called the meeting to order at 4:00 pm

The Committee discussed each firm's presentation in alphabetical order and shared their perspectives on each on prior to ranking. Prior to ranking the Committee discussed the ability to award to up to two firms per the solicitation award section. The Committee decided to award to the two highest ranking firms. Committee members independently ranked each proposer. The Procurement Representative announced the rankings and determined Witt O'Brien and Hagerty Consulting for award. Ranks are included on the attached ranking summary as shown below.

1. Witt O'Brien
2. Hagerty Consulting
3. iParametrics, LLC
4. EXP U.S. Service Inc.

The meeting was adjourned at approximately 4:22 pm.

POST-ORAL INT. SUMMARY SCORE

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL	RANKING
EXP U.S. Services Inc.	4	3	4	11.00	4
Hagerty Consulting	2	2	1	5.00	2
iParametrics, LLC	3	4	3	10.00	3
Witt O'Brien	1	1	2	4.00	1

Chair's Approval

Erin Jones

 Name

Erin Jones

 Signature

POST ORAL INT IND SCORE SHEET

PROPOSERS (listed alphabetically)	RANKING
EXP U.S. Services Inc.	3
Hagerty Consulting	2
iParametrics, LLC	4
Witt O'Brien	1

Heidi Warnemunde

Printed Name

Hi Warn

Signature

3/19/25

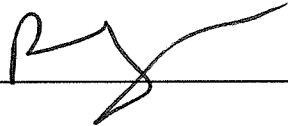
Date

POST ORAL INT IND SCORE SHEET

PROPOSERS (listed alphabetically)	RANKING
EXP U.S. Services Inc.	4
Hagerty Consulting	2
iParametrics, LLC	3
Witt O'Brien	1

Rebecca Dorsch

Printed Name

 3/19/25

Signature

Date



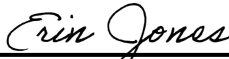
NOTICE OF ACTION

SOLICITATION #	25-003EJ	TYPE:	Request for Proposals (RFP)		
SOLICITATION TITLE	Grant Writing Services				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
ADVERTISED DATE	1/17/2025	RESPONSE DATE	2/21/2025		
NOTIFICATIONS	157	VIEWS	29	RESPONSES	11

The evaluation Committee convened on March 5, 2025, to review the proposals submitted in response to the above references RFP. Based on the Committee’s review of the proposals and the total points scored based on the established evaluation criteria, the City has short-listed the following proposers for presentations and/or interviews.

SHORT-LISTED PROPOSERS		
NAME	LOCATION	SCORE
Witt O’Brien	Houston, TX	92
iParametrics, LLC	St. Petersburg, FL	90
Hagerty Consulting	Evanston, IL	90
EXP U.S. Services Inc.	Tampa, FL	84

Public meeting information pertaining to this solicitation will be posted on the City’s Calendar of Events available at cityofbradenton.com.

AUTHORIZATION		
Erin Jones <hr/> Purchasing Manager or Designee	 <hr/> Signature	3/5/2025 <hr/> Date



MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittal from firms responding to Request for Proposals 25-003EJ Grant Writing Services

March 5, 2025 1:30 pm
101 Old Main Street, Lobby Conference Room

Committee Members in attendance (voting members):

1. Nilsa Taylor – Administrative Director
2. Heidi Warnemunde – Assistant Finance Director
3. Rebecca Desch – Business Operations Manager, Fire Department

Other City staff and/or advisers in attendance

1. Jeremy Giddens – Grant Specialist, Police Department
2. David Lindsey – Capital Improvements Fiscal Program Manager, Public Works
3. Erin Jones, Purchasing Representative

The following eleven (11) firms submitted proposals:

A.Marie Consultants
Brooks & Dun Grant Consulting
Elos
EXP U.S. Services Inc
GTC 360 Advisors
Hagerty Consulting
Harper Doss Group
iParametrics, LLC
Kimley-Horn and Associates, Inc.
The Ferguson Group
Witt O'Brien

Erin Jones called the meeting to order at 1:30 pm

Erin Jones, Purchasing Representative, opened the meeting and stated that all proposals submitted were found to be responsive.

The Committee discussed each proposal in alphabetical order and shared their perspectives on each one. Prior to scoring the committee recommended short-listing the top four (4) ranked firms.

Committee members independently scored each proposal using the evaluation criteria contained in the RFP. The results of the Committee's scoring were read by the Purchasing Representative. Scores are included on the attached scoring summary.



MEETING MINUTES

Following the discussion and prior to scoring the Committee recommended short-listing the top four (4) highest scoring firms (as listed below) and will be invited for presentations by the Committee.

1. Witt O'Brien
2. Hagerty Consulting
3. iParametrics, LLC
4. EXP U.S. Service Inc.

The meeting was adjourned at approximately 3:23 pm.

SUMMARY SCORING SHORTLISTING

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL COMMITTEE POINTS	AVERAGE COMMITTEE POINTS	PROPOSER SHORTLIST RANKING
A. Marie Consultants	74	65	79	218	73	9
Brooks & Dun Grant Consulting	85	80	84	249	83	5
Elos	91	73	80	244	81	6
EXP U.S. Services Inc.	90	76	85	251	84	4
GTC 360 Advisors	92	57	73	222	74	8
Hagerty Consulting	97	82	90	269	90	2
Harper Doss Group	70	55	70	195	65	11
iParametrics, LLC	95	89	85	269	90	2
Kimley-Horn And Associates, Inc.	88	68	82	238	79	7
The Ferguson Group	91	50	70	211	70	10
Witt O'Brien	96	89	92	277	92	1

Chair's Approval

Erin Jones

Name



Signature

INDIVIDUAL SCORE SHEET

PROPOSERS (listed alphabetically)	QUALIFICATION, CAPABILITIES AND DEMONSTRATED EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 40)	COMPENSATION (MAX 25)	TOTAL EVALUATOR POINTS
A. Marie Consultants	29	30	20	
Brooks & Dun Grant Consulting	30	32	22	
Elos	27	35	18	
EXP U.S. Services Inc.	32	35	18	
GTC 360 Advisors	25	30	18	
Hagerty Consulting	32	38	20	
Harper Doss Group	22	30	18	
iParametrics, LLC	30	35	20	
Kimley-Horn And Associates, Inc.	32	35	15	
The Ferguson Group	25	30	15	
Witt O'Brien	33	37	22	

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Heidi Warnemunde

Printed Name

Hi Warn

Signature

3/5/25

Date

INDIVIDUAL SCORE SHEET

PROPOSERS (listed alphabetically)	QUALIFICATION, CAPABILITIES AND DEMONSTRATED EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 40)	COMPENSATION (MAX 25)	TOTAL EVALUATOR POINTS
A. Marie Consultants	20	25	20	
Brooks & Dun Grant Consulting	28	32	20	
Elos	25	30	18	
EXP U.S. Services Inc.	30	30	16	
GTC 360 Advisors	20	20	17	
Hagerty Consulting	30	32	20	
Harper Doss Group	20	20	15	
iParametrics, LLC	30	35	24	
Kimley-Horn And Associates, Inc.	28	25	15	
The Ferguson Group	20	20	10	
Witt O'Brien	32	33	24	

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Rebecca Desch
Printed Name

[Signature]
Signature

3/5/25
Date

INDIVIDUAL SCORE SHEET

PROPOSERS (listed alphabetically)	QUALIFICATION, CAPABILITIES AND DEMONSTRATED EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 40)	COMPENSATION (MAX 25)	TOTAL EVALUATOR POINTS
A. Marie Consultants	25	24	25	74
Brooks & Dun Grant Consulting	30	30	25	85
Elos	31	35	25	91
EXP U.S. Services Inc.	32	34	24	90
GTC 360 Advisors	33	35	24	92
Hagerty Consulting	35	38	24	97
Harper Doss Group	22	24	24	70
iParametrics, LLC	34	36	25	95
Kimley-Horn And Associates, Inc.	30	35	23	88
The Ferguson Group	34	34	23	91
Witt O'Brien	34	37	25	96

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Nilsa Taylor

Printed Name

Nilsa Taylor

Signature

2/5/2025

Date

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Form Based Code Appeal PLN-APL-24-0001 - CONTINUATION OF PUBLIC HEARING

SUGGESTED ACTION: Approve or deny the request based on the criteria and standards provided.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

Yes

EXPLANATION:

The petitioners are appealing the denial of a Form Based Code adjustment to allow a five to six foot fence in the primary and secondary frontages of the subject property and to allow the fence to extend into the corner site visibility triangle for the property located at 1011 21st Ave West.

Following the February 26, 2025 City Council meeting, staff met with the petitioners on site and arrived at a compromise, as outlined in the staff report.

FINANCIAL IMPACT:

N/A

SUGGESTED MOTION:

Motion to approve or deny the Form Based Code Appeal PLN-APL-24-0001.

ATTACHMENTS:

[Appeal Request for Fence Height Adjustment](#)
[Staff Report](#)

Denial Memorandum
Form-Based Code Adjustment Application

Rosana Cordoba
1011 21st Ave W
Bradenton, FL 34205
November 25, 2024

Planning Department
City of Bradenton

Subject: Variance Request – Fence Height Adjustment

Dear Planning Department,

I hereby formally request a variance for the fencing requirements on my property located at 1011 21st Ave W, Bradenton, FL 34205. This variance request arises from specific security and structural needs that prevent adherence to the restrictions established in the City of Bradenton Form-Based Code (FBC). Additionally, we have faced challenges that have complicated our efforts to fully comply with the established standards.

Background and Compliance Challenges

Our initial permit application, submitted on **May 26, 2023**, resulted in permit approval, allowing us to proceed with the fence installation. However, after installation, on **December 10, 2023**, we received a notification from the Zoning Department challenging this permit, presenting a conflicting position that requires resolution. On **December 12, 2023**, new guidance was provided, requiring additional modifications due to varying interpretations of height and placement requirements.

We also engaged a professional company to manage the fencing installation and permit process in full compliance with city requirements. However, even with their expertise and experience, significant challenges arose due to inconsistent directives, resulting in delays and additional costs. **(See Exhibit A).**

Justification for the Variance Based on Unique Property Needs

The specific structural configuration of our property limits compliance with the "triangle of visibility" requirement **(See Exhibit B: Survey)** due to inherent design restrictions, making full adherence impossible without compromising security.

Section 1.10.1 of the FBC states that "Adjustments may also be used when the strict application of the regulations would preclude reasonable development or to relieve a property owner who, because of property characteristics beyond his or her control, is unable to meet a dimensional requirement of the FBC" (FBC UPDATED TO JAN 2024...). Given these unique conditions and the documented security incidents, a fence between five and six feet in height, as currently placed, is necessary to ensure the safety of our family and property.

Variance Criteria and Security Concerns

This variance aligns with the criteria outlined in Section 1.10.5 of the FBC, which allows adjustments when compliance is obstructed by specific property limitations. Additionally, "the

regulations of the Form-Based Code Zone Districts are designed to implement the City of Bradenton Comprehensive Plan...to protect and preserve public health, safety, and general welfare" (FBC UPDATED TO JAN 2024...).

A six-foot fence would fulfill these objectives by securing the premises, especially in light of the safety concerns documented in a police report (#2024-009067). (See Exhibit C)

Intent of the Form-Based Code

The FBC emphasizes flexibility to adapt to the diversity and unique characteristics of properties within the city. Section 1.3 of the FBC describes the purpose of the code as “enabling, encouraging, and qualifying the implementation of controlled growth” to ensure “an efficient, effective, and equitable regulatory and procedural code” that supports specific adjustments to properties in favor of safety (FBC UPDATED TO JAN 2024...).

Conclusion

In consideration of these factors, I respectfully request approval of this variance to address the unique security and structural needs of our property and to resolve this matter, which has been unnecessarily prolonged and burdensome. Please feel free to contact me at [Your Contact Information] if additional documentation or clarification is required.

Thank you for your attention to this matter.

Sincerely,
Rosana Cordoba
(201) 925-8269

EXHIBIT A

NOTIFIED: _____ FEES DUE: \$ _____ AMOUNT PAID: \$ _____ BALANCE DUE: \$ _____



101 Old Main St.
Bradenton, FL 34205
Ph: 941-932-9414

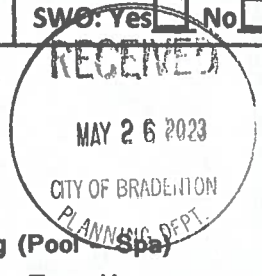
CITY OF BRADENTON Development Permit Application

permitting@cityofbradenton.com

Inspections #: 941-932-9423

Permit No: <u>232011</u>	DEPARTMENT			
	BUILDING _____	ZONING _____	FIRE _____	FLOOD _____
Related Permit # _____	Site Improvement Plan # _____		SWO: Yes <input type="checkbox"/> No <input type="checkbox"/>	

- | | | |
|---|--|---|
| <input type="checkbox"/> Accessory Structure
Shed/Carport/Etc. | <input type="checkbox"/> Electric and/or Low Voltage | <input type="checkbox"/> Dumpster |
| <input type="checkbox"/> Aluminum | <input type="checkbox"/> Mechanical and/or Gas | <input type="checkbox"/> Roof |
| <input type="checkbox"/> Antenna | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Sign |
| <input type="checkbox"/> Commercial (Add. / Alt.) | <input type="checkbox"/> Exterior Door & Window | <input type="checkbox"/> Shell |
| <input type="checkbox"/> Commercial (New) | <input checked="" type="checkbox"/> Fence | <input type="checkbox"/> Swimming (Pool/Spa) |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Mobile Home or Modular | <input type="checkbox"/> Tent and/or Temp Use |
| <input type="checkbox"/> Damage Assessment | <input type="checkbox"/> Residential (New) | <input type="checkbox"/> Waterfront (Dock/Seawall/Etc.) |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Residential (Add. / Alt.) | <input type="checkbox"/> Siding/Soffit/Fascia |
| | | <input type="checkbox"/> Other _____ |



COST OF CONSTRUCTION \$ 5000 PARCEL I.D. # 4479600001
 JOB ADDRESS: 1011 21st AVE WEST BRADENTON FL 34205
 PROPERTY OWNER: MARTIN ALCARAZ PHONE: 2016792639 EMAIL: rosanarokita@gmail.com
 BUSINESS / SUBDIVISION / MH PARK: _____ LOT _____ BLOCK: _____

DESCRIPTION OF WORK: FENCE shadow wood 150' wide 8" High 6" 127' wide 8" High 5" and 2 gates.

WAS THIS BUILDING DAMAGED BY FIRE, FLOOD, OR OTHER YES NO /DAMAGE ASSESSMENT PERMIT# _____

BUILDING: Flood Zone X New (sq.ft.) _____ Adding (sq.ft.) _____ Renovating (sq.ft.) _____

FBC Occupancy Type: A3 FBC Construction Type: _____ Number of Stories: _____ Building Height: _____

Area per Story: _____ Area under A/C _____ # of Bedrooms: _____ # of Units: _____ # of Bathrooms: _____

Existing Sprinkler: Yes No Existing Alarm: Yes No FBC Threshold Building: Yes No

•Subcontractor Verification Form Required

•Additional Work Required: Electrical Mechanical Plumbing Gas Masonry Concrete Roofing

ZONING: District _____ Existing Use: _____ Proposed Use: _____ Lot Frontage: _____ Lot Area _____

Lot Width: _____ Lot Coverage: Building% _____ Other% _____

Setbacks: Front _____ Left: _____ Right: _____ Rear: _____ Parking Spaces: _____ Accessible: _____ Site Plan: Yes No

Sign: Type: _____ Height _____ Width _____ Length _____ Construction _____ #of Faces _____ Area (sq.ft) _____

Number of Existing Signs _____ Illuminated: Yes No

PRIVATE PROVIDER: (NAME) _____

➤ Required = First Floor Proposed Elev. Based on Ordinance 4.1.1.6 and/or Appendix "A" Floodplain Mgmt.: _____

CONTRACTOR: MARTIN ALCARAZ STATE CERT. /REG. # _____

AGENT/CONTACT PERSON: MARTIN ALCARAZ 2016792639
Name Phone

rosanarokita@gmail.com
Email

DATE: _____ Signature [Signature] Print Name Martin Alcaraz

OFFICIAL USE ONLY:

REVIEW: BLDG _____ MECH _____ ELEC _____ PLMG _____ FIRE _____ ZONING _____ FLOOD _____ PW _____

Return to:
City of Bradenton, ATTN: Planning & Community Development
101 12th St, Bradenton, FL 34205

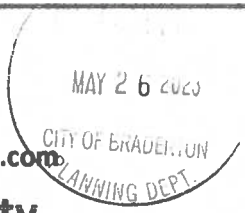


Tax ID No. _____

Space above this line for Recording



CITY OF BRADENTON AGREEMENT
Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9413 Email: permitting@cityofbradenton.com



Fence Affidavit & Waiver of Liability

I, MARTIN ALCARAZ, as owner of the fence located at 1011 21th Ave W. Bradenton, agree on this date, that the fence, being permitted under City of Bradenton Permit No. 232011, will be removed or relocated at my expense in the event that the City of Bradenton ever deems it necessary to utilize any easement at the above premises. I further agree that I will remove or relocate the fence at my expense if any portion of said fence is determined by the City of Bradenton to be improperly installed, or encroaches onto adjacent property. I further understand that failure to comply with these requirements shall subject me to code enforcement actions by the City of Bradenton. This agreement shall run with the land, and upon the sale of the subject property, shall be presented to future owner(s), as applicable. Said property is legally described as follows:

[Signature]
Owner's Signature

05/26/23
Date

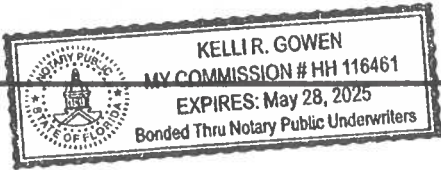
State of Florida
County of ~~Manatee~~

The foregoing instrument was acknowledged before me this in my physical presence 26th day of

May, 2023, who produced as identification valid NJ DL.

[Signature]
Notary Public, State of Florida & Seal

Sunshine State One Call of Florida "Locate Ticket" No. _____

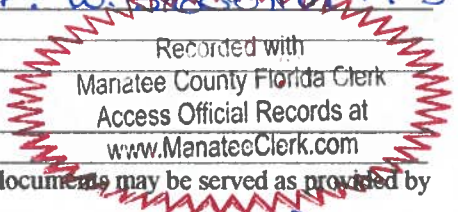


NOTICE OF COMMENCEMENT

Permit No. 232011
Tax Folio No. _____

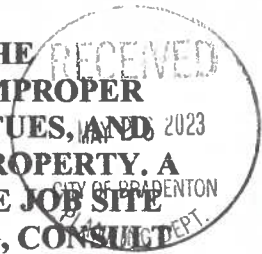
THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

- 1. Description of property (legal description of property) Lot 91, Plot book J, Page 301, Edgewood 2NA AD.
a) Street (job) Address: 1011 21st Ave W. Bradenton, FL, Manatee County 34205
- 2. General description of improvement(s): fence
- 3. Owner or Lessee information (Lessee as owner only if contracted for improvements)
 - a. Name and address: Alcaraz Martin (2813 taunton drive, W. Bradenton 34205)
 - b. Interest in property: Owner
 - c. Name and address of fee simple titleholder (if other than owner): _____
- 4. Contractor Information
 - a. Name and address: Alcaraz Martin 1011 21st Ave W. Bradenton FL
 - b. Phone number: 2016792639 Fax No. (Opt.) _____
- 5. Surety Information
 - a. Name and address: Alcaraz Martin / 2814 taunton Dr. W. Bradenton FL 34205
 - b. Amount of bond \$ _____
 - c. Phone number: 2016792639 Fax No. (Opt.) _____
- 6. Lender
 - a. Name and address: _____
 - b. Phone number: _____
- 7. Persons within the State of Florida designated by Owner upon who notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:
 - a. Name and address: Alcaraz Martin / 2813 Taunton dr. W. Bradenton FL 34205
 - b. Phone number: 2016792639
- 8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
 - a. Name and address: _____
 - b. Phone number: _____



Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.



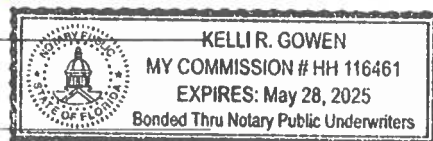
Verification pursuant to Section 92.525, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief.

Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager Signatory's Title/Officer: [Signature]

State of Florida
City of Bradenton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of May, 2023 by Martin Adrian Felipe Alcaraz who is personally known to me or has produced Valid NJ DL, and who did/did not take an oath. (Driver's License #) _____

Signature of Notary Public - State of Florida
[Signature]

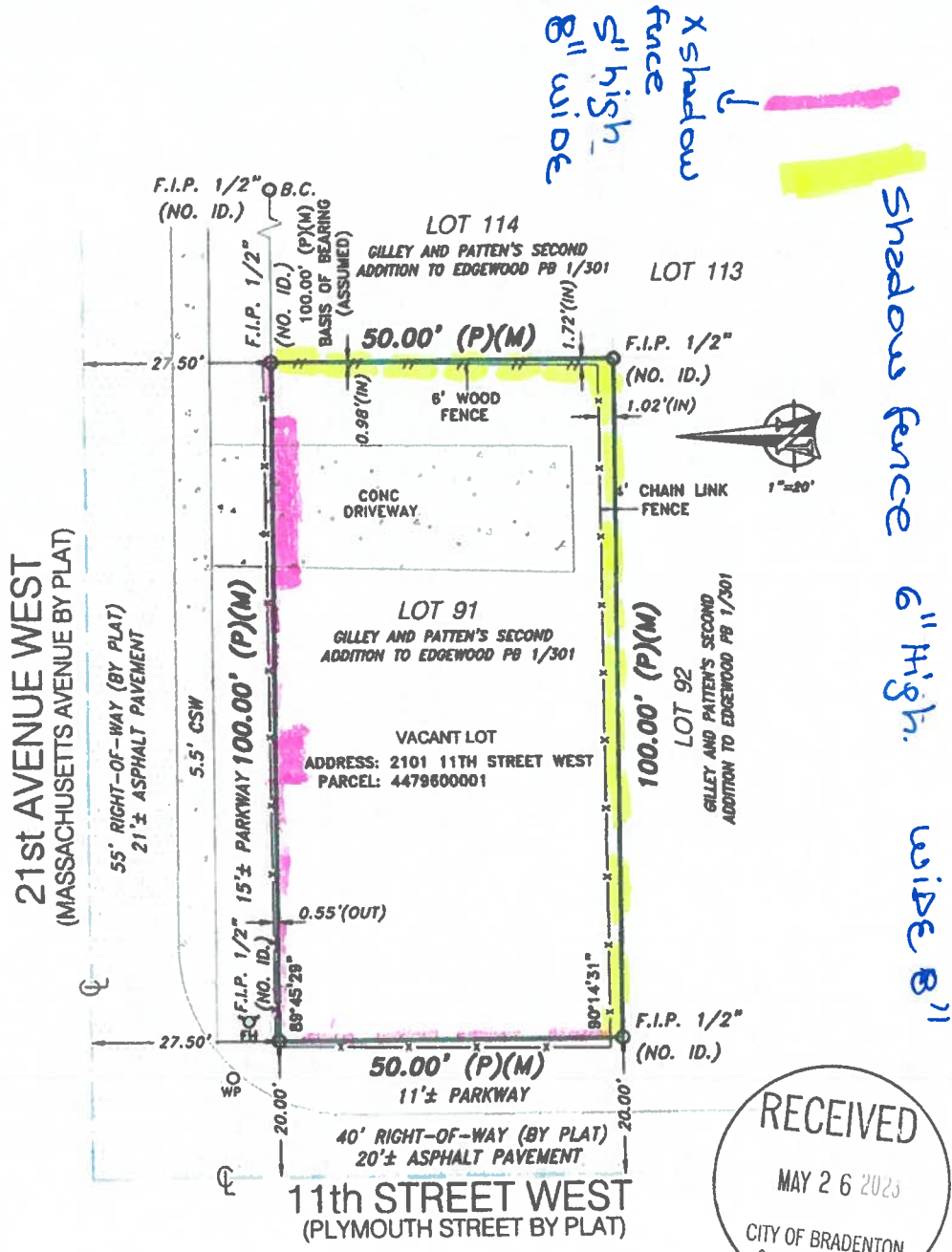


Print, Type, or Stamp
Commissioned Name of Notary Public



Proudly Serving
the Florida Real
Estate Community
for Over 20 Years
WWW.MELANDSERVICES.COM

This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.



Accepted By:

Property Address:
2101 11th Street W.
Bradenton, FLORIDA 34205

Notes: NO NOTES

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THE FOREGOING SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MANUAL TECHNICAL STANDARDS AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 14, PART 152, F.L.A.C.A. ADMINISTRATION CODE PURSUANT TO CHAPTER 11, F.L.A.C.A. BY SURVEY NO. 510

SIGNED: [Signature] FOR THE FIRM
Professional Engineer STATE OF FLORIDA P.E. No. 9191

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AN AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAPS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SURVEYOR SEAL OF A LICENSED SURVEYOR AND MAPPER

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

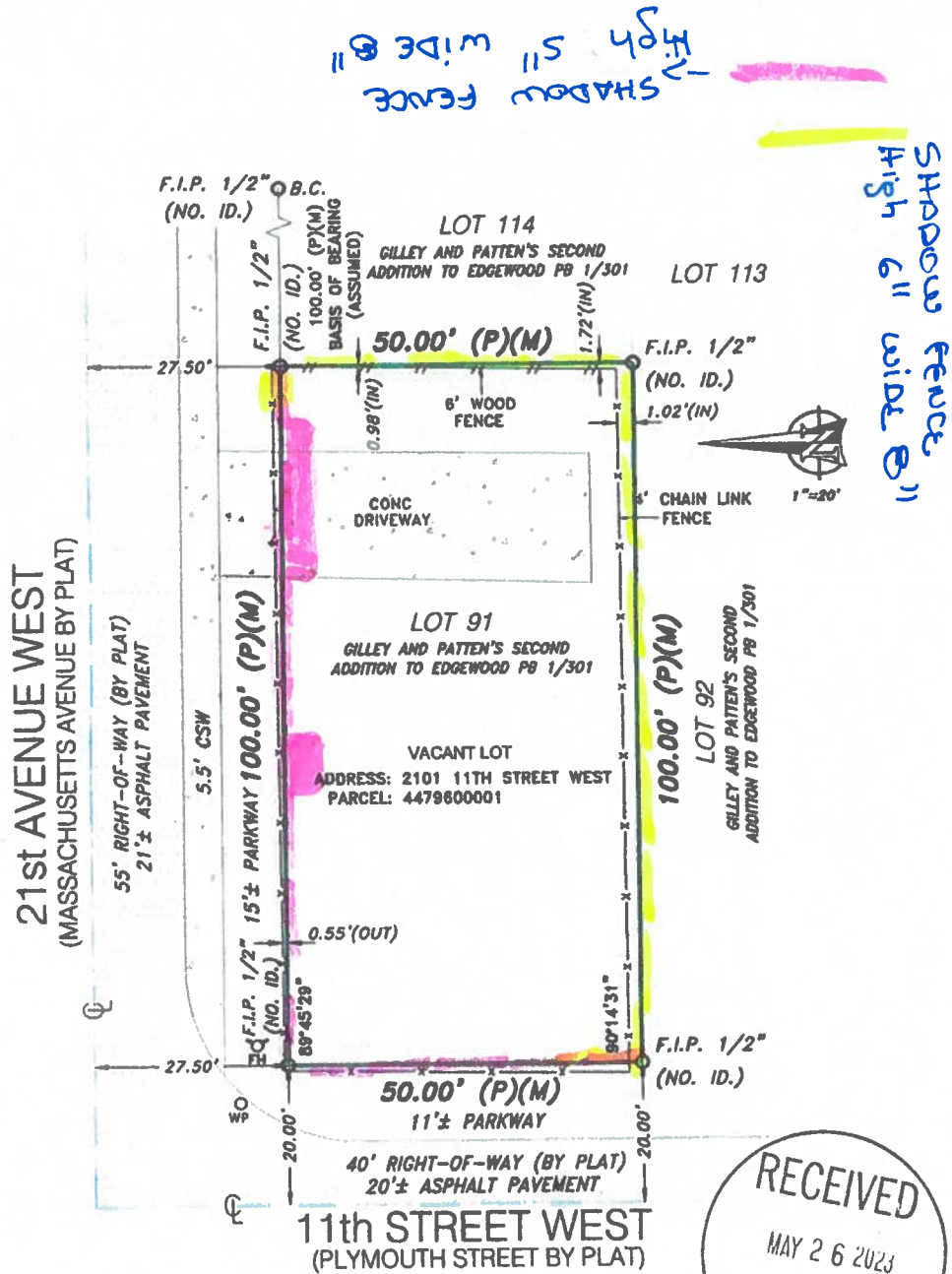




Proudly Serving
the Florida Real
Estate Community
for Over 20 Years

WWW.MELANDSERVICES.COM

This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.



Accepted By: _____

Property Address:
2101 11th Street W.
Bradenton, FLORIDA 34205

Notes: NO NOTES

SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THE FOREGOING SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND I AM NOT PROVIDING THIS SERVICE IN VIOLATION OF ANY CHAPTER IN PART 62B OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO 62B-021.11 OR 62B-021.12.
SIGNED _____ **FOR THE FIRM** _____
 Licensed Engineer STATE OF FLORIDA P.E. No. 510 M.E. Land Surveying, Inc. P.E. No. 8191
 NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND SEAL (INDICATED BY ELECTRONIC SEAL AND) OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RUBBER SEAL OF A LICENSED SURVEYOR AND MAPPER

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989



3:11

Signal strength icon, Wi-Fi icon, 70

December 10, 2023
2:28 PM

Edit



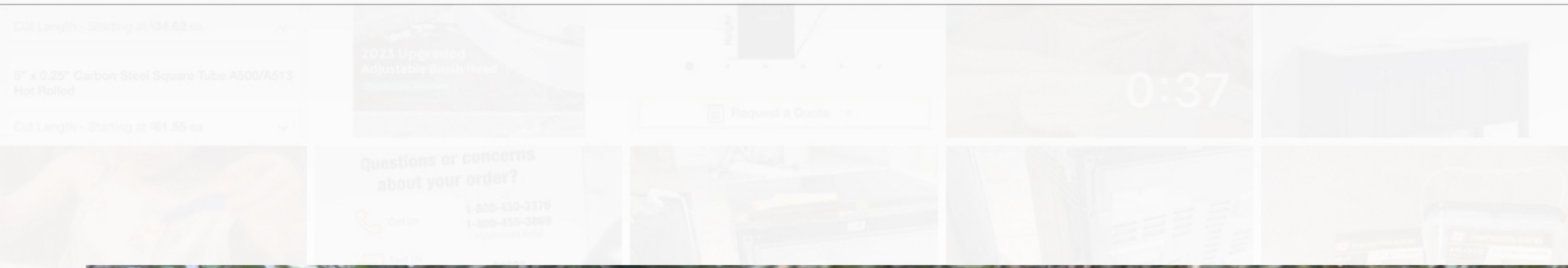
HDR





December 10, 2023
2:22 PM

Edit





Rosana Cordoba <rosanarokita@gmail.com>

FZR- Permit 232011- 1011 21st Ave W, Bradenton- FENCE

12 mensajes

Zoning <Zoning@cityofbradenton.com>

12 de diciembre de 2023, 2:57 p.m.

Para: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>,
Monica Friedl

<monica.friedl@bradentonfl.gov>

<monica.friedl@bradentonfl.gov>

Good afternoon,

I am reaching out in regard to Permit 232011 we have associated with 1011 21st Ave W, Bradenton. The Scope of Work was for a fence and failed due to the fact a vacant lot can not be enclosed with a fence without a permitted primary structure as existing. I was reaching out to see if you need us to close out the application on in the system or if a primary structure was/is proposed and work will continue?

Please provide an update.

Thank you!

HAVE A GREAT DAY!

City of Bradenton | Planning & Zoning

101 Old Main St. - Bradenton, FL 34205

Direct Line 1- Isabell: 941-932-9409

Direct Line 2- Monica: 941- 932- 9422

M-TH 7:30-4:30 | Fri 7:30-3:30



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your email address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Rosana Cordoba <rosanarokita@gmail.com>

12 de diciembre de 2023, 6:10 p.m.

Para: Zoning <Zoning@cityofbradenton.com>

CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>

Good evening,

Please review permit# 220300, which it was approved previously on 6/2/2022, permit #232011 was approved later on this year for fencing since there is a house in the lot. We are finishing the last details in the house before requesting the final/vacancy inspection.

Please let me know if you need anything else. Thank you

Zoning <Zoning@cityofbradenton.com>

13 de diciembre de 2023, 3:25 p.m.

Para: Rosana Cordoba <rosanarokita@gmail.com>

CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>

Hello,

After reviewing the approved permit for a Single Family residence for Permit 220300, an updated Boundary Survey needs to be resubmitted for Permit 232011 to reflect the adding on of the Primary residence as well as compliance with the height allowance pursuant to the Form Based Code. I have **attached** the page that relates to those standards.

Please provide a Plan Amendment coversheet (**attached**) with a description of the requested information and email to zoning@bradentonfl.gov

Thank you!

HAVE A GREAT DAY!

City of Bradenton | Planning & Zoning

101 Old Main St. - Bradenton, FL 34205

Direct Line 1- Isabell: 941-932-9409

Direct Line 2- Monica: 941- 932- 9422

M-TH 7:30-4:30 | Fri 7:30-3:30



From: Rosana Cordoba <rosanarokita@gmail.com>

Sent: Tuesday, December 12, 2023 6:10

PM To: Zoning

<Zoning@cityofbradenton.com>

Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>; Isabell De Jesus <Isabell.Dejesus@bradentonFL.gov>; Monica Friedl <monica.friedl@bradentonFL.gov>

Subject: [EXTERNAL] Re: FZR- Permit 232011- [1011 21st Ave W, Bradenton](#)- FENCE

You don't often get email from rosanarokita@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

From: **Zoning** <Zoning@cityofbradenton.com>

Date: Wed, Dec 13, 2023 at 3:25 PM


Subject: Re: [EXTERNAL] Re: FZR- Permit 232011- 1011 21st Ave W, Bradenton- FENCE

To: Rosana Cordoba <rosanarokita@gmail.com>

CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>

[Texto citado oculto]

2 archivos adjuntos

 **4.13 Fence Standards.pdf**
29K

 **PLAN AMENDMENT COVERSHEET.pdf**
242K

Carolina Jette <cfernece@gmail.com>
Para: Rosana Cordoba <rosanarokita@gmail.com>

18 de diciembre de 2023, 9:49 a.m.

[]

 **fence permit.pdf**
2142K

Rosana Cordoba <rosanarokita@gmail.com>
Para: Zoning <Zoning@cityofbradenton.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>

18 de diciembre de 2023, 9:53 a.m.

Good morning,

Please see attached.

Thank you
[Texto citado oculto]

 **fence permit.pdf**
2142K

Zoning <Zoning@cityofbradenton.com>
Para: Rosana Cordoba <rosanarokita@gmail.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>

18 de diciembre de 2023, 3:42 p.m.

Good afternoon,

Permit **232011** has failed zoning review per the noted reason:

1. Please provide a Boundary survey so easements and boundary dimensions can be identified
2. Clearly identify the varying height on the boundary survey
3. This site is located within the Form Based Code area with accompanying fence regulations, see the noted height restrictions below:
 - a. **FBC/4.13:** "A fence not more than 4 feet in height may be located along all property lines."
 - b. **FBC/4.13:** " A fence nor more than 6' in height may be allowed on any property line that is located **at or behind the facade of the primary structure.**" (please note the structures primary frontage on the boundary survey)
 - c. "No fence shall be erected that interferes with sight visibility triangles
 - i. **Land Use/4.1.1** "All structures shall maintain a 35-foot visibility triangle from an intersection of two streets or a street and alley."
4. Please provide a Plan Amendment coversheet (**attached**) with a description of the revised scope of work and email to zoning@bradentonfl.gov

Thank you!

HAVE A GREAT DAY!

City of Bradenton | Planning & Zoning

101 Old Main St. - Bradenton, FL 34205

Direct Line 1- Isabell: 941-932-9409

Direct Line 2- Monica: 941- 932- 9422

M-TH 7:30-4:30 | Fri 7:30-3:30



From: Rosana Cordoba <rosanarokita@gmail.com>

 **PLAN AMENDMENT COVERSHEET.pdf**
242K

Rosana Cordoba <rosanarokita@gmail.com>
Para: Zoning <Zoning@cityofbradenton.com>
CC: Greg DeLong <Greg.Delong@bradentonfl.gov>

18 de diciembre de 2023, 8:37 p.m.

Good afternoon,

I don't understand how the permit failed when it was previously approved. When I submitted the permit application, the city of Bradenton provided me with the measures that I had to follow.

The 8 feet fences cost double of what a 4 feet fence cost. If the rules changed, I wasn't notified.

Please provide me with the contact information of the coordinator or the person in charge. The permit was approved and the fences are in place based on the information provided by the town.

Thank you

Zoning <Zoning@cityofbradenton.com>

19 de diciembre de 2023, 3:16 p.m.

Para: Rosana Cordoba <rosanarokita@gmail.com>

CC: Greg DeLong <Greg.Delong@bradentonfl.gov>

Hi Rosana,

I know this site has had a few permits associated with it as I am doing some research. This specific Permit was associated with a fence and was originally received on 5/26/23. The items you provided on 12/18/23 were associated with Permit [220300](#) which was issued for the Single Family Residence which is a different Permit that was already issued. An email went out to you on Friday, May 26th 2023 at 1:52 pm first indicating a failed review for Permit [232011](#) due to the fact at that time no principal structure was yet constructed. Now that a permanent structure is affixed, we proceeded with our next round of reviews based off the information provided.

I have attached the guidelines on the fence standards per the Form Based Code. I also have Greg, our Assistant Director for Planning & Community Development copied on this email chain. He is out of office and can assist if you still have questions when he returns this week.

I hope this helps and thank you!

HAVE A GREAT DAY!

City of Bradenton | Planning & Zoning

101 Old Main St. - Bradenton, FL 34205

Direct Line 1- Isabell: 941-932-9409

Direct Line 2- Monica: 941- 932- 9422

M-TH 7:30-4:30 | Fri 7:30-3:30



Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit

De: **Rosana Cordoba** <rosanarokita@gmail.com>

Date: vie, 5 ene 2024 a la(s) 9:48 a.m.

Subject: Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit

To: Greg DeLong <Greg.Delong@bradentonfl.gov>, Isabell De Jesus

<Isabell.Dejesus@bradentonfl.gov>, Monica Friedl <monica.friedl@bradentonfl.gov>,

Zoning <Zoning@cityofbradenton.com>

Good morning,

I would like to schedule an in person meeting due to multiple issues regarding the approved fence permit. Please see below point by point that I would like to get clarification on in order to get the problem resolved.

1. Necia Austin left a stopwork on the property because there was no permit for the fence. And although we quickly contacted her to let her know that this was not the case, she gave us a firm refusal without being able to show her the permits. However, I attached the screenshot of the approved permit, although trying to find it online after this situation described generates an error indicating the deletion of the information. Any specific reason why this is happening?

2. Permit #232011 was approved in May 2023. We were explicitly informed that no additional action was required and work could begin per the specifications of this permit. The size of the fence is an integral part of this approved permit, however, the inspector is requiring us to do something different than what we adjusted to when the city informed us and we adjusted. Why the change of the fence size, after the permit has been approved?

3. We're unable to locate an email allegedly sent on May 26th, 2023, at 1:52 pm. Could you share a screenshot or forward the email for clarification?

Furthermore:

- Attached are permits and inspection records that confirm the existence of a primary property before the fence installation, as indicated by approved inspections.

The discrepancy in the approved measures (originally 5 by 8 and now smaller) raises the question of expenses, due to a discrepancy in the information between the entity that grants the permits and the person inspecting it, so it should not suffer the

economic loss. nor the stopwork that was placed without an attempt at dialogue to ensure the information corresponding to the work in question

This ongoing exchange is becoming time-consuming. I'll be in Florida this Friday and propose an in-person meeting to address all property-related matters and any outstanding issues. Please confirm a suitable date and time for this meeting.

If there are further requirements, please let me know, and I'll ensure hard copies of all requested documents are provided.

Awaiting your prompt response.

Have a good day.

Warm regards,

From: **Isabell De Jesus** <Isabell.Dejesus@bradentonfl.gov>
Date: Fri, Jan 5, 2024 at 10:31 AM
Subject: RE: [EXTERNAL] Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit
To: Rosana Cordoba <rosanarokita@gmail.com>, Greg DeLong <Greg.Delong@bradentonfl.gov>, Monica Friedl <Monica.Friedl@bradentonfl.gov>

Good Morning Rosana,

Please see the attached.

As you can see the permit was submitted in paper form on May 26,2023, you indicated on the application wide 8 and high 6”.

The permit was reviewed by Rachel and Denied due to the fact that vacant lots cannot be fenced in. After the home was approved Monica then performed the review for the fence permit in which it was denied again due to the permit needing a new boundary survey and a clear indication of the fence height.

You then submitted an amendment for the fence permit again as requested and it was denied once again for the 8' high fence which is not allowed.

I did speak with you in person about the single family home permit as you wanted to add a garage which required an adjustment which was reviewed by the director and approved. There may be some confusion on your end with mix up on permits.

After this email if you would still like to still come in an speak with someone that is ok but in conclusion **you cannot have a 8' high fence**. We are still waiting on an amendment for the requested revisions and the fence permit has not been approved.

Thank you,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

[101 Old Main St. - Bradenton, FL 34205](#)

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



Rosana Cordoba <rosanarokita@gmail.com>

5 ene
2024,
10:44 a.
m.

para Isabell, Greg, Monica

Good morning Isabell,

The wide is 8 and the high is 5 on the corners, the rest of the fences are 6 by 8 (wide).

Rosana Cordoba <rosanarokita@gmail.com>

5 ene
2024,
12:50 p.
m.

para Isabell, Greg, Monica

Please, let me know, what else is needed from our end? Since the fences have the correct size.

I have the invoice from Home Depot showing the size of the fence.

Monica Friedl <Monica.Friedl@bradentonfl.gov>

8 ene
2024,
4:06 p.
m.

para mí, Isabell, Greg

Hi Rosana,

That is fine but we will still need a boundary survey that has been completed by a land surveyor to identify setbacks, easements, utilities and boundary dimensions. On this boundary survey please label where the intended location will be for the fence and the proposed height clearly noted along the property lines. The previous diagram provided was not a boundary survey.

Please also keep in mind, due to the cross streets of this site, you will need to maintain a 35 foot visibility triangle on the corner of 11st Street Ave and 21st St Ave W as no fence may be erected that interferes with this sight visibility. As previously mentioned:

- a. A fence not more than 4 feet in height may be located along all property lines.
- b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.

Please provide a Plan Amendment coversheet (**attached**) with a description of the revised scope of work and email to zoning@bradentonfl.gov

Thank you!

From: Rosana Cordoba <rosanarokita@gmail.com>
Sent: Friday, January 5, 2024 9:49 AM
To: Greg DeLong <Greg.Delong@bradentonfl.gov>; Isabell De Jesus <Isabell.Dejesus@bradentonFL.gov>; Monica Friedl <Monica.Friedl@bradentonFL.gov>; Zoning <Zoning@cityofbradenton.com>
Subject: [EXTERNAL] Permit#232011 -Clarifications and Meeting Request Regarding Fence Permit

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Carolina Jette <cfernece@gmail.com>

Jan 9,
2024,
11:39 A
M

to Monica

Good afternoon Monica,

I apologize since I won't be able to make it in person. I had to pick up my child earlier from her first day of school. Can we schedule a call?

Thank you

Monica Friedl <Monica.Friedl@bradentonfl.gov>

Jan 9,
2024,
1:06 P
M

to Greg, Isabell, me

Hi Carolina,

No worries, let me know a time that works best for you.

Carolina Jette <cfernece@gmail.com>

Jan 9,
2024,
1:07 P
M

to Monica, Greg, Isabell

1:30 p.m. works for me.

Thank you

Monica Friedl <Monica.Friedl@bradentonfl.gov>

Jan 9,
2024,
1:11 P
M

to me, Greg, Isabell

You got it, you can give me a call then unless you have a number you want me to reach out to you on.

Carolina Jette <cfernece@gmail.com>

Jan 9,
2024,
1:18 P
M

to Monica, Greg, Isabell

Rachel Arsenault

From: Rachel Arsenault
Sent: Friday, May 26, 2023 1:52 PM
To: rosanarokita@gmail.com
Cc: Greg DeLong
Subject: Permit #232011 - 1011 21st Ave W

Good afternoon,

Permit #232011 has failed planning review due to the following:

- Vacant lots cannot be enclosed with a fence without the presence of a permitted primary structure.

Please let me know if you have any questions.

Thank you,

Rachel Arsenault
 City Planner
 City of Bradenton
 101 Old Main Street
 Bradenton, Florida 34205-7865
 Phone: (941) 932-9422
 Office Hours: M-Th 7:30-4:30 | Fri. 7:30-3:30

This number correspond to Monica.



Permitting <Permitting@bradentonfl.gov>
8 ene 2024, 3:26 p.m.
para Carolina, Monica, mí

You may walk in Monday through Thursday 7:30 to 4 and on Fridays 7:30 to 3. Or call Monica 941-932-9422 to discuss



Carolina Jette <carolina@drobinsonesq.com>

AD.24.1693- 1011 21ST AVE W - FBC ADJUSTMENT

31 messages

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>

Wed, May 15, 2024 at 9:39 AM

To: Rosana Cordoba <rosanarokita@gmail.com>, "carolina@drobinsonesq.com" <carolina@drobinsonesq.com>

Cc: Greg DeLong <Greg.Delong@bradentonfl.gov>

Good morning,

Your adjustment request has been denied, please see the letter attached.

I have attached our appeal application mentioned in the denial letter. You may appeal the denial or bring the fence into compliance with code. If you decide to apply for the appeal it has to be within 30 days of this notice or you have 60 days to bring the fence into compliance.

Thank you

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



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2 attachments **AD.24.1693- 1011 21ST AVE W - FBC ADJUSTMENT.pdf**
2233K **Appeals Application.pdf**
221K

Carolina Jette <carolina@drobinsonesq.com>
To: ceandiscountfences@outlook.com

Mon, May 20, 2024 at 11:52 AM

Carolina Jette
Senior Paralegal**THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.**

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[Quoted text hidden]

2 attachments **AD.24.1693- 1011 21ST AVE W - FBC ADJUSTMENT.pdf**
2233K **Appeals Application.pdf**
221K

Carolina Jette <carolina@drobinsonesq.com>
To: ceandiscountfences@outlook.com

Wed, May 22, 2024 at 11:31 AM

Hi Ceán,

I was just wondering if you have everything ready? We would like to move forward

Carolina Jette <carolina@drobinsonesq.com>
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>

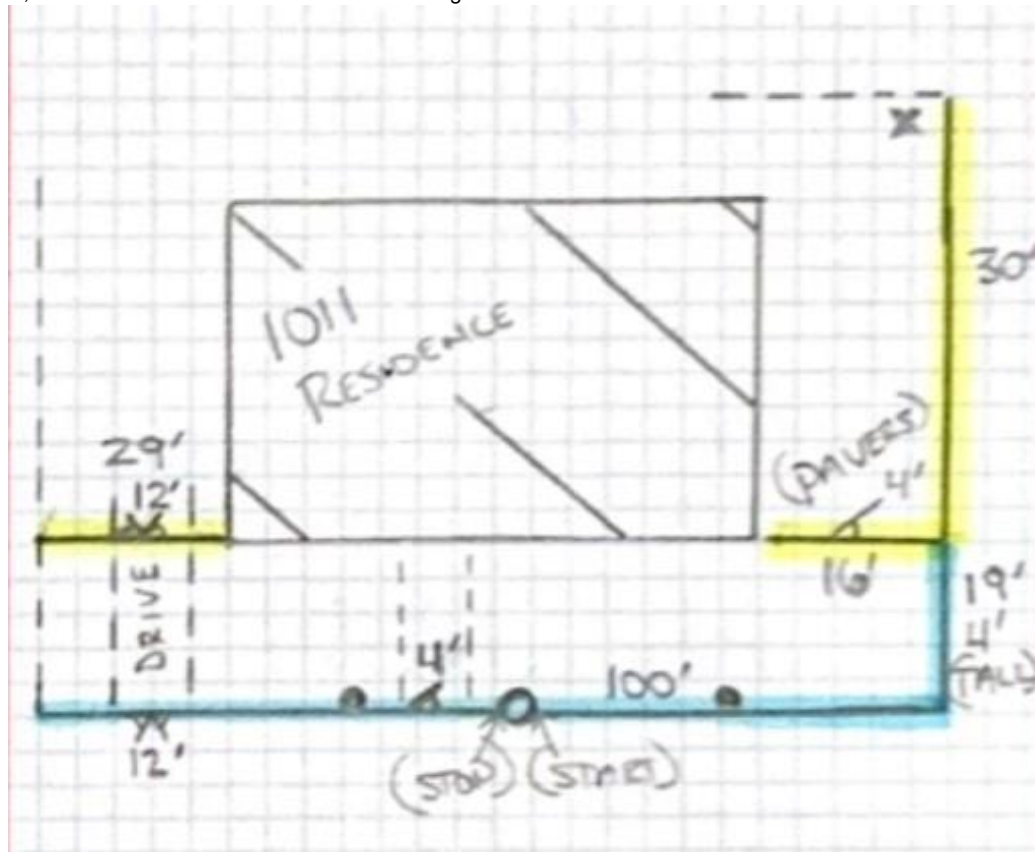
Wed, May 29, 2024 at 9:33 AM

Good morning Isabell,

Can you please advise if the attached measures would work with the city code?

You will see on the diagram, all portions highlighted in yellow will be 6' tall privacy. All portions highlighted in blue will be 4' tall privacy.

I understand, we still need to submit a new permit for the measures but I want to run it by you before doing it.



Carolina Jette <carolina@drobinsonesq.com>
 To: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Mon, Jun 3, 2024 at 10:36 AM

Carolina Jette
 Senior Paralegal

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[Quoted text hidden]

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>
 To: Carolina Jette <carolina@drobinsonesq.com>
 Cc: Rosana Cordoba <rosanarokita@gmail.com>

Mon, Jun 3, 2024 at 3:40 PM

Good afternoon Carolina,

Please see below:

4.13 FENCE STANDARDS

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

- a. A fence not more than 4 feet in height may be located along all property lines.
- b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.
- c. No fence shall be erected that interferes with sight visibility triangles.

Thank You,

Isabell De Jesus | Planning and Zoning Tech.
 City of Bradenton | Planning & Community Development
 101 Old Main St. - Bradenton, FL 34205
 Direct Line: 941-932-9409
 Email: Isabell.dejesus@bradentonFL.gov
 M-TH 7:30-4:30 | Fri 7:30-3:30



Carolina Jette <carolina@drobinsonesq.com>

Mon, Jun 3, 2024 at 3:44 PM

To: Isabell De Jesus
 <Isabell.Dejesus@bradentonfl.gov> Cc:
 Rosana Cordoba
 <rosanarokita@gmail.com>

Thank you for the response.

We are currently working with a fence company, and they sent me that according to the code.

We really don't want to keep paying more fees and wasting more money and time.

In other words, the second fence (privacy) is not an option, correct?

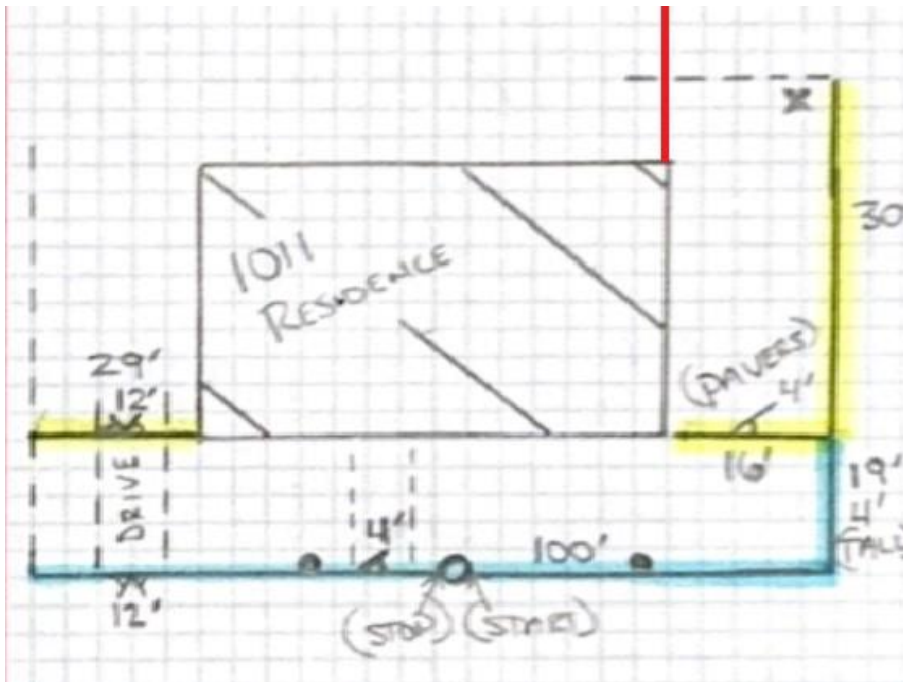
Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>

Mon, Jun 3, 2024 at 3:59 PM

To: Carolina Jette <carolina@drobinsonesq.com>
 Cc: Rosana Cordoba <rosanarokita@gmail.com>

Good afternoon,

The red line indicates where the 6' high fence can be located.



Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



Good afternoon Carolina,

Please see below:

4.13 FENCE STANDARDS

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

- a. A fence not more than 4 feet in height may be located along all property lines.
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- c. No fence shall be erected that interferes with sight visibility triangles.

[Quoted text hidden]

[Quoted text hidden]

Carolina Jette <carolina@drobinsonesq.com>
To: ceandiscountfences@outlook.com

Mon, Jun 3, 2024 at 4:25 PM

Hi Cean,

See below, I send your plan for the fences to the city since we just want to make sure everything will go through, and they said we cannot have a double fence were we would like too. See the email below and let me know.

We want to start the project right away but with all the back and forth we are concerned of the city rejecting the permit again.

Thank you

Carolina Jette
Carolina Jette
Senior Paralegal

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----- Forwarded message -----

From: **Isabell De Jesus** <Isabell.Dejesus@bradentonfl.gov>

[Quoted text hidden]

[Quoted text hidden]

Carolina Jette <carolina@drobinsonesq.com>

Mon, Jun 3, 2024 at 4:31 PM

Carolina Jette <carolina@drobinsonesq.com>

Wed, Jun 5, 2024 at 10:56 AM

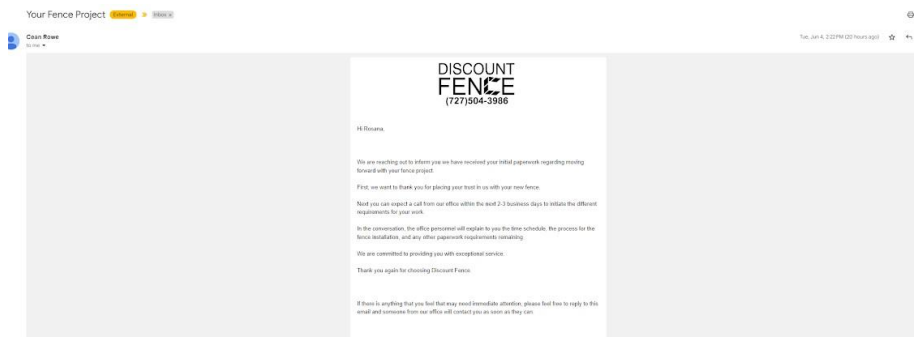
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>, Greg.Delong@bradentonfl.gov,

"rosanarokita@gmail.com" <rosanarokita@gmail.com> Good morning Isabell,

We've hired a company to handle the permit and install the new fences.

According to their email, they estimate it'll take 2 days to process the permit. Do you require any documents from our side to demonstrate that we're ensuring compliance with the new fences?

Thank you



On Wed, May 15, 2024 at 9:39 AM Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov> wrote:

[Quoted text hidden]

[Quoted text hidden]

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>

Mon, Jun 10, 2024 at 10:08 AM

To: Carolina Jette <carolina@drobinsonesq.com>, Greg DeLong <Greg.Delong@bradentonfl.gov>,

"rosanarokita@gmail.com" <rosanarokita@gmail.com>

Good morning Carolina,

I apologize for the delayed response. No the company just needs to be registered with the City and they **may take over the existing fence permit by filling out the attached change of contractor form.** The form would have to be submitted to permitting@bradentonfl.gov or they may come in office for the change.

Thank You,

 **CHANGE OF CONTRACTOR.pdf**
699K

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>
To: "carolina@drobinsonesq.com" <carolina@drobinsonesq.com>
Cc: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Tue, Jun 18, 2024 at 7:49 AM

Good morning Carolina,

The deadline for the appeal has passed and the fence is still non-compliant.

Is the contractor coming in office to register and place the permit under their name to make the necessary changes?

Thank You,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



Carolina Jette <carolina@drobinsonesq.com>
To: Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>
Cc: "rosanarokita@gmail.com"

Tue, Jun 18, 2024 at 1:17 PM

<rosanarokita@gmail.com> Good

afternoon, Isabell,

The fence company was supposed to submit the permit by Friday. I followed them this morning and am waiting for their response.

As far as I know, we are on track to meet the city code compliance requirements.

Do you need the contact information of the person responsible for submitting the permit? They have everything they need from our end to proceed.

I can also send you a copy of the payment we sent them.

Isabell De Jesus <Isabell.Dejesus@bradentonfl.gov>
To: Carolina Jette <carolina@drobinsonesq.com>
Cc: "rosanarokita@gmail.com" <rosanarokita@gmail.com>

Wed, Jun 19, 2024 at 1:00 PM

Good Afternoon,

I do not need to get in contact with the contractor but they do need to come in for the permit.

Thank You,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



Carolina Jette <carolina@drobinsonesq.com>

Wed, Jun 19,
11:13 AM (12
days ago)

to Isabell.Dejesus

Good morning, Isabell,

Please see below the change of contractor from submitted by the company.

Carolina Jette

Senior Paralegal

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Isabell De Jesus

Jun 19, 2024,
3:32 PM (12
days ago)

to Greg, me

Good afternoon Carolina,

The email below is showing me that the company needs to submit the information via our online **permitting system GO POST.**

Thank You,

Isabell De Jesus | Planning and Zoning Tech.

City of Bradenton | Planning & Community Development

101 Old Main St. - Bradenton, FL 34205

Direct Line: 941-932-9409

Email: Isabell.dejesus@bradentonFL.gov

M-TH 7:30-4:30 | Fri 7:30-3:30



Karina Hernandez

Jun 20, 2024,
11:41 AM (11
days ago)

to me

Good morning Carolina,

The form we sent in was the request contractor forms, the city sent back a blank form to just give us the forms they needed for us to fill out and drop off to the city.

We spoke to and sent the forms to Jennifer initially, and it looks Isabell is who you are speaking with. I am not sure why they are saying for us to go online to submit everything, when Jennifer said to continue to do everything through in person.

I think the best of plan of action would be to send Crystal with all the appropriate documents down to the city to ensure that everything is in the cities hands and if anything is needed to be done differently, they will inform us in person and we can get whatever needs rectified handled immediately.

I think as well communicating with two different people is making things very confusing as well, so when Crystal goes to drop everything off with the city tomorrow, I will have her see if she can get the contact information for the best person to contact in regards to this permit resubmittal, so we are speaking with the exact person in charge.

Thank you,
Karina

Crystal Perez <crystalp@discountfences.net>
To: Carolina Jette <carolina@drobinsonesq.com>

Fri, Jun 21, 2024 at 1:36 PM

Hello,

I visited the city of Bradenton to submit the change of contractor. Unfortunately, the change of contractor signature wasn't accepted because it was supposed to be signed by the homeowner since it was a homeowner-builder permit. They did inform me that starting off with a **brand-new permit** will be the best course of action. With that being said they are requiring a letter to be emailed to them notarized saying that you'll like to **withdraw the permit application that was first sent by the homeowner**. Please make sure to include the permit number within this letter. Once the letter has been emailed, we can then submit online for the new fence permit. Per the city of Bradenton they will not accept the new application without the letter. They did inform me that online and in person permit submissions will take 5-10 business days. Please let me know if you have any question or concerns. Thank you.

Crystal Perez
Discount Fence
727-504-3986



Carolina Jette <carolina@drobinsonesq.com>

Mon,
Jun 24,
12:24 P
M

to Crystal

Hi Crystal,

I'm currently going back and forth with the city. If they said we never had a permit, now what's the point to "drop" the initial permit!

Carolina Jette



Crystal Perez <crystalp@discountfences.net>

Wed,
Jun 26,
1:23 PM

to me

Hello,

Following up to see if the letter to void out the previous permit application has been sent. Just a reminder we cannot submit a new application until the letter has been sent over. Please let me know if there's anything I can do on my end to help out.

Thank you

Crystal Perez

Discount Fence



Carolina Jette <carolina@drobinsonesq.com>

Jun 26,
2024,
1:28 PM

to Crystal

Hi Crystal,

Do you remember whom you spoke to?



Crystal Perez <crystalp@discountfences.net>

Jun 26,
2024,
1:53 PM

to me

Hi Carolina,

I unfortunately do not remember their name. She explained to me that the permit was applied for and revisions were sent, but no corrections were submitted. Due to the extensive back and forth, they suggested voiding the permit application since it wasn't issued. Starting fresh with a new permit and new plans would be the best course of action to avoid further confusion and move forward with the new fence installation. However, they are requesting a notarized letter to void the initially submitted permit application.

Crystal Perez

Discount Fence

Permit#232011

External

Inbox

Search for all messages with label Inbox

Remove label Inbox from this conversation



Carolina Jette <carolina@drobinsonesq.com>

Aug 20,
2024,
2:50 PM

to Robin.Singer

Good afternoon, Ms. Singer,

I hope this email finds you well. The fence company is experiencing difficulties in taking over the original permit. The change of contractor form was submitted in July, and last week, someone informed the fencing company that they needed to provide proof of insurance. Additionally, someone from your department requested that the fence company submit all their documents. Now, they are asking me for a fence affidavit and a waiver of liability.

As I have already paid the fence company to take over the permit and the construction of the fence, I'm concerned about why I would be held responsible if something goes wrong. Shouldn't the fence company bear that responsibility?

Could you please provide a clear list of what is actually required? It feels like we are moving backwards, and I'm struggling to understand why.

Thank you for your assistance.

--

Carolina Jette
Senior Paralegal

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prohibited and may subject you to a criminal or civil penalty. If you have received this communication in error, please notify us immediately by telephone (646-766-8010) or e-mail reply, delete the message from your system, and destroy any hard copy you may have printed. Thank you.

One attachment • Scanned by Gmail



Carolina Jette <carolina@drobinsonesq.com>

Aug 22,
2024,
1:13 PM

to Volker.Reiss, Robin.Singer

Good afternoon, Ms. Singer,

I'm following up on my previous email regarding the permit. If you're not the person handling this, could you please direct me to the appropriate party to contact?

Thank you for your assistance.



Robin D. Singer <Robin.Singer@bradentonfl.gov>

Aug 22,
2024,
4:08 PM

to me, Volker

Ms. Jette,

My apologies for the difficulty with the change of contractor. I will check with my staff to see what the hold up is.

Robin D. Singer

Planning and Community Development Director

City of Bradenton, Florida

(941) 932-9408

From: Carolina Jette <carolina@drobinsonesq.com>
Sent: Thursday, August 22, 2024 1:14 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Volker Reiss <Volker.Reiss@bradentonFL.gov>
Subject: [EXTERNAL] Re: Permit#232011

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Robin D. Singer <Robin.Singer@bradentonfl.gov>

Aug 22,
2024,
4:38 PM

to Greg, me, Volker

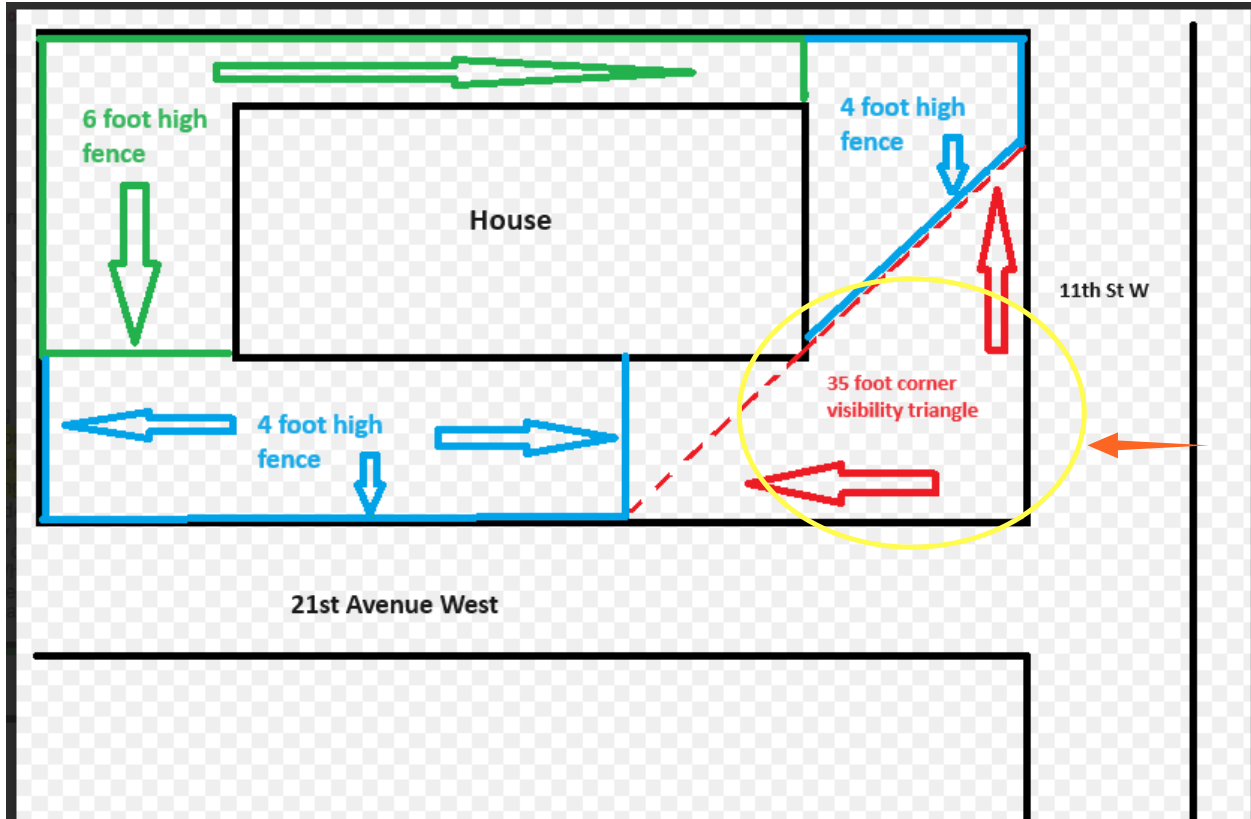
While we are waiting for the permit application issues to be resolved, there was an issue with the allowable height of the fence. The plans submitted were not compliant.

The property is zoned T4-R, which is within our form based code area. The sight visibility triangle measures 35 feet along the two front property lines from the intersection of those lines. I'll attempt a diagram of what this would allow for this property below.

4.13

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

- a. A fence not more than 4 feet in height may be located along all property lines.
- b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.
- c. No fence shall be erected that interferes with sight visibility triangles.
- d. Fences, or garden walls, of permanent construction may be made of metal, wood, vinyl, masonry, or concrete. Other fences or supporting structure materials may be considered by the PCD Director. Such fences may be subject to review by the Fire Department and the Building & Construction Services Division.
- e. Barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties only.
- f. Vacant lots cannot be enclosed with a fence without the presence of a permitted primary structure.
- g. The City shall not be responsible for improperly placed fences. When the PCD Director determines that a fence has been improperly placed, the owner of the fence shall relocate the fence within ten days of a notice of violation issued by the City. A fence or hedge may be permitted within an easement, provided the owner signs an affidavit, prior to the issuance of a fence permit stating that if it becomes necessary for the City or public utility to use the easement, the property owner will remove any portion or all of the fence at his/her expense.
- h. Temporary fences may be permitted for non-residential uses with approval by the PCD Director for up to two years from permit approval. An extension may be granted up to one year by the PCD Director.



UNABLE TO MEET THE VISIBILITY TRIANGLE AS PER THE STRUCTURE OF THE HOUSE

From: Carolina Jette <carolina@drobinsonesq.com>
Sent: Thursday, August 22, 2024 1:14 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Volker Reiss <Volker.Reiss@bradentonFL.gov>
Subject: [EXTERNAL] Re: Permit#232011

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon, Ms. Singer,



Carolina Jette <carolina@drobinsonesq.com>

Aug 23,
2024,
7:53 AM

to Robin, Volker, Greg

Good morning, Ms. Singer,

Thank you for your response. I will forward your email to the company to ensure everything is back on track and in full compliance with the city code.



Carolina Jette <carolina@drobinsonesq.com>

Aug 23,
2024,
7:55 AM

to karinah, cean, crystalp

Good morning,

Please find below the email from the Director of the Zoning Department.

The submitted plans were not in compliance with the city code.



Karina Hernandez <KarinaH@discountfences.net>

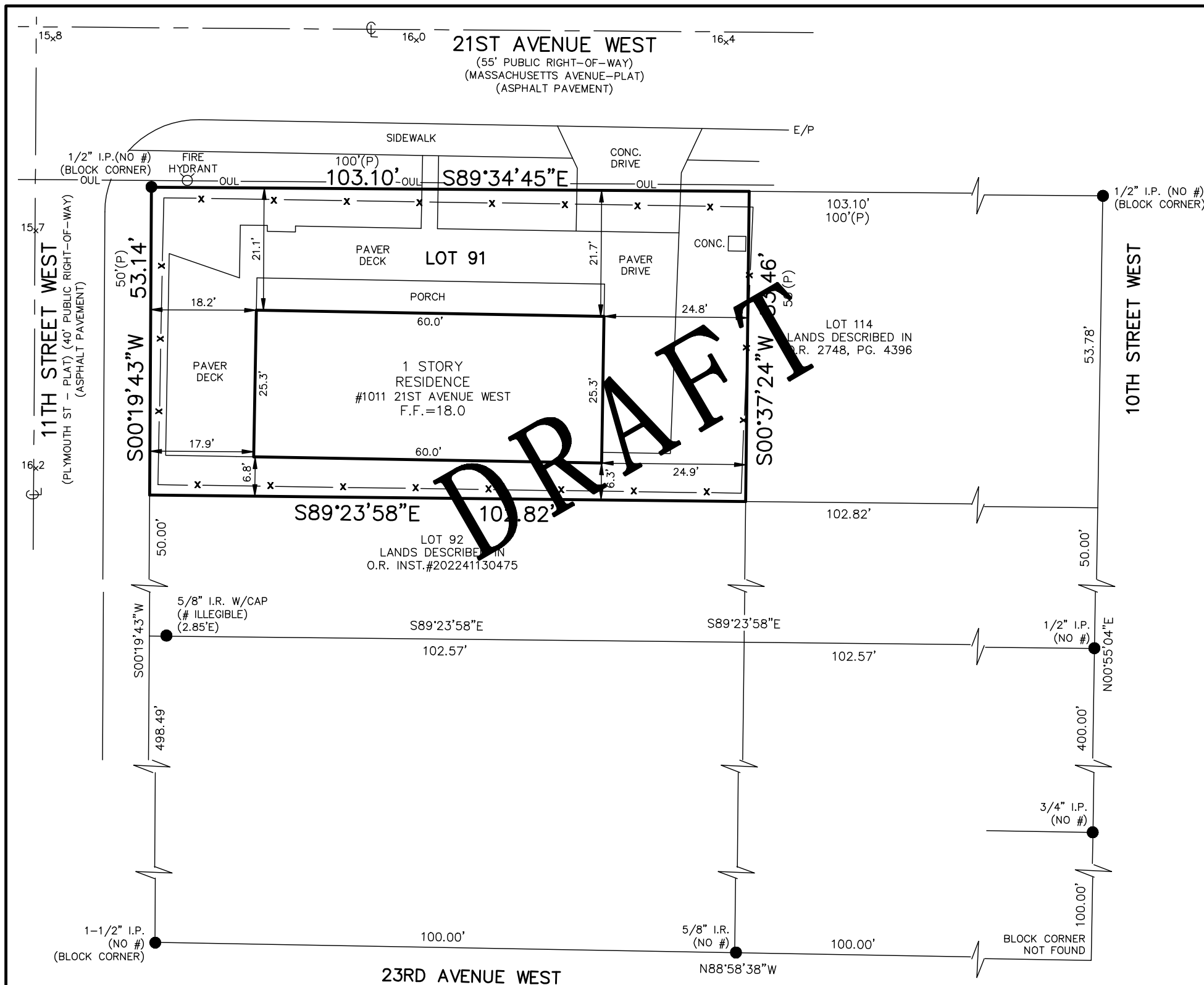
Aug 23,
2024,
8:35 AM

to me

Good morning Carolina,

We have revised the plans up to code but the city requires a fence affidavit to be submitted before we can continue, so once we have the affidavit, we'll be good to go.

EXHIBIT B

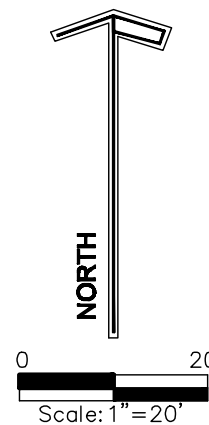


LEGAL DESCRIPTION:

LOT 91, GILLEY AND PATTEN'S SECOND ADDITION TO EDGEWOOD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 301, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

- E/P EDGE OF PAVEMENT
- (P) PLAT DIMENSION
- (M) MEASURED DIMENSION
- (C) CALCULATED DIMENSION
- O.R./PG. OFFICIAL RECORDS BOOK/PAGE
- D.B./PG. DEED BOOK/PAGE
- P.B./PG. PLAT BOOK/PAGE
- C.L.F. CHAIN LINK FENCE
- W.F. WOOD FENCE
- V.F. VINYL FENCE
- OUL OVERHEAD UTILITY LINE
- 14x5 INDICATES SPOT ELEVATION
- FF FLOOR ELEVATION
- IRON ROD (I.R.) OR IRON PIPE (I.P.) FOUND
- CONCRETE MONUMENT (C.M.) FOUND
- 5/8" I. ROD SET W/CAP PSM#6333
- ⊗ UTILITY POLE



SURVEYOR'S REPORT:

1. DATE OF MOST RECENT FIELD SURVEY: 4-15-2024.
2. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, LANDSCAPING, UNDERGROUND UTILITIES AND FOUNDATIONS NOT LOCATED OR SHOWN.
3. BEARINGS BASED ON THE EAST RIGHT-OF-WAY LINE OF 11TH STREET WEST HAVING AN ASSUMED BEARING OF S00°19'43"W.
4. THIS IS NOT A BOUNDARY SURVEY. THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE ABSTRACT. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AFFECTING THIS PROPERTY WHICH HAVE NOT BEEN RESEARCHED AS A PART OF THIS SURVEY.
5. SUBJECT PROPERTY LOCATED IN FLOOD ZONE X, PER FEMA MAP PANEL #12081C0302 F, DATED 8-10-2021.
6. OWNERSHIP OF FENCES NOT DETERMINED BY SURVEYOR.
7. NO LOT LINE EASEMENTS NOTED ON RECORD PLAT.
8. ELEVATIONS BASED ON NGS DATAPoint COB 1021 WITH A PUBLISHED ELEVATION OF 21.31 NAVD 1988. ELEVATIONS SHOWN IN NAVD 1988 DATUM.

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**AS-BUILT SURVEY
LOT 91,
GILLEY PATTEENS ADDITION TO
THE CITY OF BRADENTON,
PLAT BOOK 1, PAGE 301,
MANATEE COUNTY, FLORIDA**

**JIM AMBERGER
LAND SURVEYING, LLC**

1055 South Tamiami Trail, Suite 110-B
Sarasota, FL 34236
Phone (941) 955-6333 bergertime@verizon.net
Surveying & Mapping Business Authorization #LB7649

REV.

DATE: 4-24-2024
JOB # 2024072
DWG# B-24072
DRAWN BY: JBA

EXHIBIT C

Bradenton Police Department

VICTIMS' RIGHTS BROCHURE

YOUR RIGHTS AS A VICTIM OR WITNESS:

We realize that for many persons being a victim or witness to a crime is their first experience with the criminal justice and juvenile justice systems. As a victim or witness, you have certain rights within the system. This brochure is being provided to assist with questions you may have regarding those rights. For further information regarding these rights, please contact the State Attorney's Office (SAO) and/or the appropriate law enforcement agency (LEA) handling your case.

OFFICER'S NAME & ID NUMBER:

Helms #259

CASE NUMBER:

2024-009067

Bradenton Police Department

100 10th Street West
Bradenton, FL 34205
941-932-9300
www.bradentonpd.com

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
March 26, 2025

Staff Report

Case Number: PLN-APL-24-0001
Applicant: Rosana Cordoba
Owner: Rosana Cordoba
Address: 1011 21st Avenue West
Parcel ID No: 4479600001
Current Zoning: T4-R (Urban General - Restricted)
Future Land Use: UV (Urban Village)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T4-R (Urban General - Restricted)
South: T4-R (Urban General - Restricted)
East: T4-R (Urban General - Restricted)
West: T4-R (Urban General - Restricted)

Future Land Use: North: UV (Urban Village)
South: UV (Urban Village)
East: UV (Urban Village)
West: UV (Urban Village)

REQUEST:

The applicant is requesting a Form-Based Code Adjustment to allow for 5-ft. and 6-ft. solid privacy fencing along the primary and secondary frontages. In addition, since the subject property is a corner lot, the applicant is requesting an adjustment to the required sight triangle at the intersection of two streets. It should be noted that the subject fence was installed without permits.

Form Based Code – Section 4.13.1.a

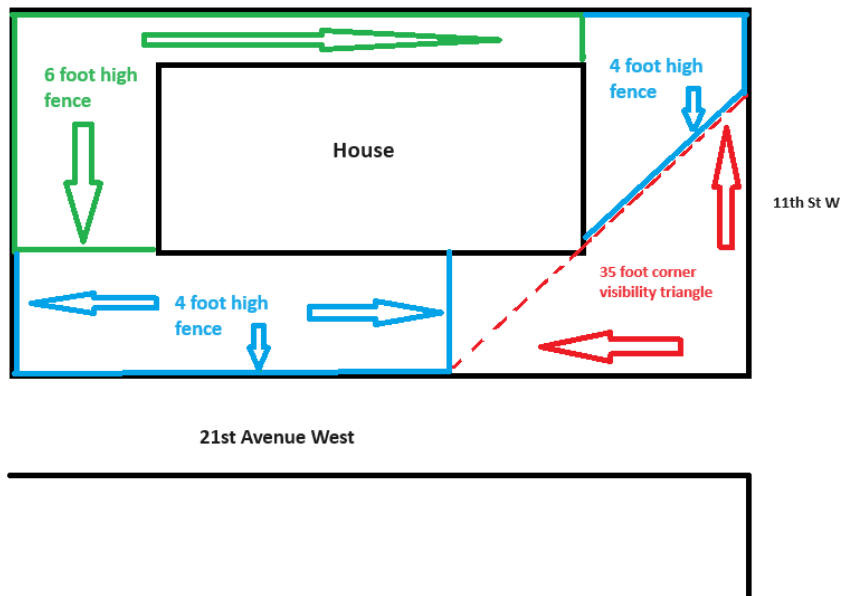
- Request: 5-ft. and 6-ft. solid privacy fencing within boundary line for both the primary and secondary frontages.
- Allowed: A fence not more than 4-ft. in height may be located along all property lines.

Form Based Code – Section 4.13.1.c

- Request: Fencing to encroach into the required sight visibility triangle.

- Allowed: No fence shall be erected that interferes with sight visibility triangles. Per Chapter 10 of the Land Use Regulations, for street intersections, this triangle is measured 35-ft. in length from the intersection along the abutting right-of-way lines to form a triangle.

Diagram provided to the applicant showing allowable fence heights (not to scale)



The fence was installed without a permit after the construction of a new home. The property owner applied for a permit but was denied due to it not meeting code, as described above.

The petitioner applied for an adjustment to the FBC and was denied based on inconsistencies with the criteria. They were informed of the appeal process but did not apply initially. Following a Special Magistrate hearing, where the Magistrate gave them time to obtain the permit, staff discussed the request with the petitioner and agreed to allow an appeal of the earlier decision.

Appeals of administratively approved Form Based Code Adjustments are heard by City Council. The decision of Council is based on the criteria in Section 1.10.6.b. The PCD Director's denial of this decision was based on an incompatibility with the neighborhood and safety issues with a four or five foot opaque fence in the corner visibility triangle.

FORM BASED CODE REGULATIONS:

"4.13 Fence standards

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

- a. A fence not more than 4 feet in height may be located along all property lines.*
- b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.*
- c. No fence shall be erected that interferes with sight visibility triangles."*

LAND USE REGULATIONS:

CHAPTER 10 – DEFINITIONS

"Visibility triangle or vision triangle: A triangular-shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 35 feet in length from the intersection along the abutting right-of-way lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the right-of-way line and along the driveway line to form a triangle."

REVIEW CRITERIA (FORM BASED CODE):

Adjustment requests will be denied if the applicant has not demonstrated to the satisfaction of the PCD Director or applicable review body that the criteria have been met.

i. Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards; and

The fence is somewhat unique in the neighborhood in that it is opaque. A more transparent fence material will allow for natural surveillance and, according to crime prevention through environmental standards, provide a more secure environment. However, the petitioner maintains,

and has provided evidence that inappropriate and unsafe behavior has been occurring outside the fence.

ii. Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and

There are other fences in the area along property frontages but, for the most part, these fences are transparent in appearance and provide for the natural surveillance of the surroundings. Fences are generally not located in corner visibility triangles.

iii. Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.

The purpose and intent of the Form Based Code in Section 1.3 is to protect and preserve the public health, safety and general welfare and to assist in the orderly and controlled growth and development of the City. The fence location and height in the corner visibility triangle potentially blocks the view of motorists northbound on 11th Street West. If a portion of this part of the fence were removed or if the fence were changed to a metal picket fence, this issue may be resolved.

STAFF COMMENTS:

Following the February 26, 2025 meeting, staff met with the petitioners on the property and discussed alternatives. Based on the side conditions, and the fact that the zoning district regulations would allow a home to be built 8 feet from either front property line, it was determined that a corner visibility triangle measuring 16 feet along the property lines from the intersection of the two front property lines would achieve the same level of visibility as if the home had been built to the minimum allowable setback. Staff also clarified that the height of the fence outside of the corner visibility triangle had to be reduced to 4 feet in height. A diagram is provided in Exhibit "D".

Staff would agree with allowing the fence to remain at 6 feet in height along the side property lines as the fence does not pose a visibility conflict along either side.

Should City Council and the petitioners agree with this compromise, the PCD Director will amend the determination on the Form Based

Code adjustment and the petitioner will amend their permit application to reflect this solution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robin Singer". The signature is stylized with a long horizontal stroke at the end.

Robin Singer
Director of Planning & Community Development

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Diagram of site as presented 3-26-25

EXHIBIT "E": Photographs of site and surrounding area

EXHIBIT "A" Location Map



EXHIBIT "B"
Future Land Use Map



EXHIBIT "C" Zoning Map



EXHIBIT "D"

Diagram of site as presented 3-26-25

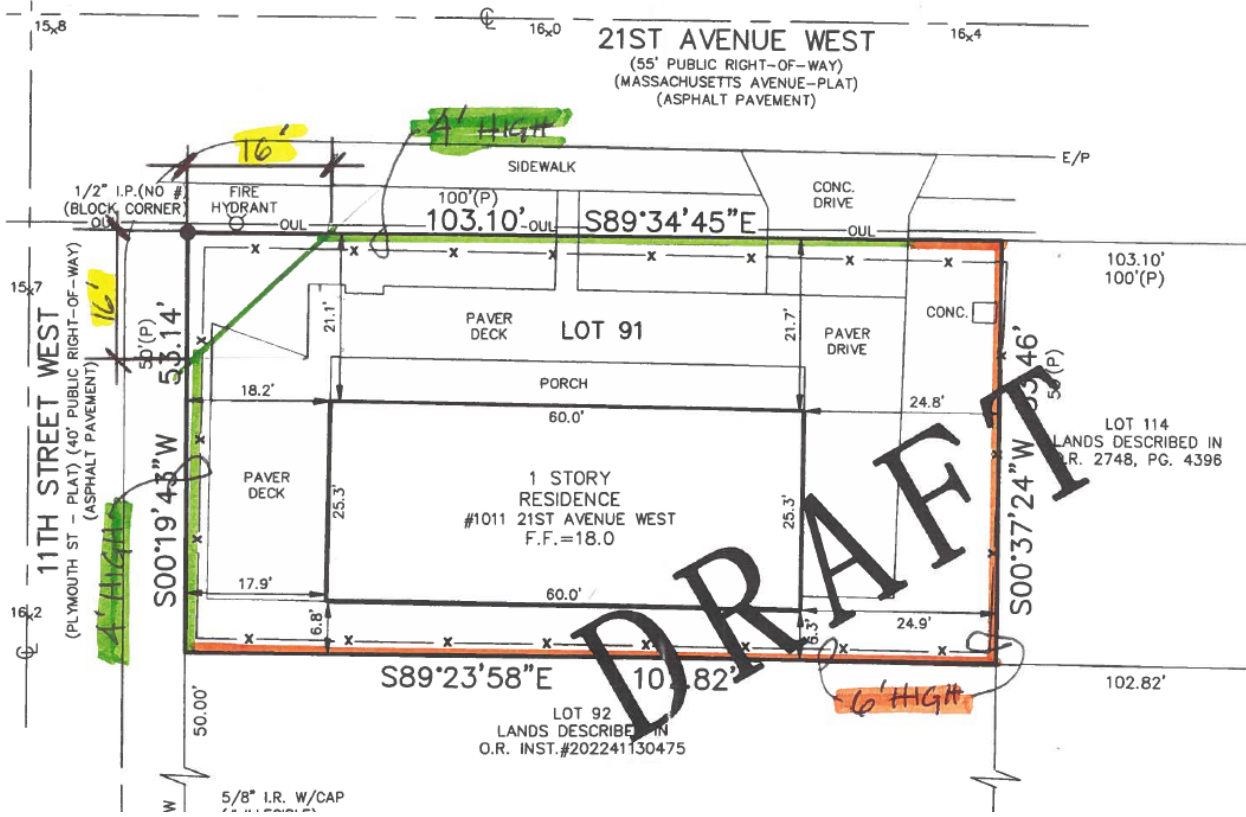


EXHIBIT "E"
Photographs of the site and surrounding area



View from intersection



View northbound on 11th Street West



View from 11th Street West



Phone: (941) 932-9400

101 Old Main Street
Bradenton, FL 34205

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

To: Rosana Cordoba (Property Owner)
From: Robin Singer, Director of Planning and Community Development
Date: May 15, 2024
Re: Form Based Code Adjustment Application 24.1693 – 1011 21st AVE W

The applicant is requesting a Form-Based Code Adjustment to allow for 5-ft. and 6-ft. solid privacy fencing along the primary and secondary frontages. In addition, since the subject property is a corner lot, the applicant is requesting an adjustment to the required sight triangle at the intersection of two streets. It should be noted that the subject fence was installed without permits.

Form Based Code – Section 4.13.1.a

- Request: 5-ft. and 6-ft. solid privacy fencing within boundary line for both the primary and secondary frontages.
- Allowed: A fence not more than 4-ft. in height may be located along all property lines.

Form Based Code – Section 4.13.1.c

- Request: Fencing to encroach into the required sight visibility triangle.
- Allowed: No fence shall be erected that interferes with sight visibility triangles. Per Chapter 10 of the Land Use Regulations, for street intersections, this triangle is measured 35-ft. in length from the intersection along the abutting right-of-way lines to form a triangle.

Reason for Adjustment: Will promote safety and security

After review of the submitted application materials, the request does not meet the Form Based Code factual statements (called findings of fact), therefore the submitted request is **Denied**.

Next Steps:

1. Bring the fencing into compliance within 60 days; or
2. Appeal this decision to either the Architectural Review Board or Planning Commission. Application must be filed within 30-days of the date of this letter. Please see appeal process on the following page.

APPEAL PROCESS

Form Based Code – Section 1.8.c Administrative Interpretation:

c. Appeal of Decision of PCD Director

- i. The Architectural Review Board (ARB) or Planning Commission are hereby authorized to hear and decide appeals filed by an aggrieved person in which it is alleged that there is error in any interpretation of a regulation applicable to properties within the Form Based Code Zone Districts made by the PCD Director. The ARB hears appeals regarding architecture, and the Planning Commission hears appeals regarding site plans.
- ii. A notice of appeal authorized under the provisions of this Section shall be filed with the PCD Department within thirty (30) days from the date the notice of such decision is mailed, as provided in Section 2.3 of the City of Bradenton’s LURs. The ARB or Planning Commission hearing on the appeal from the administrative interpretation shall be a de novo hearing and shall be advertised and conducted in accord with Section 2.3 of the City of Bradenton’s LURs.
- iii. When an appeal is filed, all proceedings in furtherance of the action appealed from shall be stayed, unless the PCD Director certifies to the ARB or Planning Commission that by reason of facts stated in the appeal, a stay would cause imminent peril to life or property. In such a case, proceedings shall not be stayed other than by a restraining order granted by the ARB or Planning Commission and enforced by an authorized agent of the City of Bradenton or by a court of record on application, on notice to the PCD Director, and on due cause shown



Form-Based Code Adjustment Application

Department of Planning & Community Development
 101 Old Main Street, Bradenton, FL 34205
 Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

CONTACT INFORMATION

Name of Property Owner: MARTIN ALCARAZ / CORDOBA ROSANA
 Owner Address: 1011 21st AVE W Telephone: 2018523038
 Name of Agent: —
 Agent Address: — Telephone: —
 Owner/Agent Email: rosenarokita@gmail.com

REQUIRED

PROPERTY INFORMATION

Property Address: 1011 21st Ave W
 Parcel ID: 4479600001 Acreage: _____
 Zoning District: _____ Future Land Use: _____
*click to view [Zoning map](#) *click to view [FLU map](#)
 Ward #: _____ Neighborhood #: _____
*click to view [Ward map](#) *click to view [Neighborhoods map](#)

REQUIRED

DESCRIPTION

Provide a brief description of the Adjustment request: Please see attached documents.

REQUIRED

MATERIALS FOR REVIEW

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ▶ Form-Based Code Adjustment Application
- ▶ Application Fee: \$200 (Admin Approval). \$460 (ARB or Planning Commission Approval, if necessary). \$160 (Public Notice/Hearing Signs, if necessary). After the Fact Application and Review Fee: \$350
- ▶ Agent Authorization Form, if applicable
- ▶ Letter of Request
- ▶ Four (4) copies of Site Plan / Plot Plan to scale
- ▶ Property Survey (signed & sealed within the last three years)
- ▶ One (1) electronic copy of Adjustment Application and all materials for review in PDF format
- ▶ Additional information may be required for review, as needed

REQUIRED

SIGNATURE

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

[Signature] RA Rosana
 Signature of Owner/Applicant Date 05/02/2024

REQUIRED

CITY STAFF ONLY

Application Fees:
 Fee Required: \$200 (Administrative Approval)
 \$460 (ARB or PC Approval, if necessary)
 \$160 (Public Notice/Hearing Signs, if necessary)
 \$350 (If After the Fact)

Application Sufficiency:
 Sufficient:
 Incomplete:

FEE COLLECTED: \$ _____
 RECEIPT #: _____

APPLICATION #: 241693

CITY STAFF ONLY

PC REVIEW*: _____

ARB REVIEW*: _____

DRC: _____

REVIEW DATES - TO BE COMPLETED BY CITY STAFF

May 2, 2024

Service: In person & E-mail
City of Bradenton | Planning & Community Development
101 Old Main St. - Bradenton, FL 34205
zoning@bradentonfl.gov

RE: Fence Variance Request

Dear Zoning Department,

We seek a variance for our fence in accordance with code 2.2.8 due to interference with zoning standards caused by our property's structure.

Reasons for the variance include:

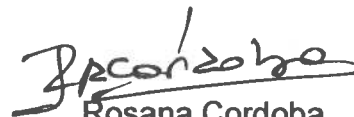
1. **Structural Limitations:** The required measurements and angles mandated by the city would encroach upon our house's columns, rendering fence installation impossible. (According to the structure of the house, the maximum possible angle in the corner is the one described in the attached survey).

2. **Traffic and Visibility:** Our proposed higher fence, 5ft H., does not impede traffic flow or visibility to the outcoming or outgoing traffic.

3. **Safety and Security:** Our neighborhood's insecurity and dirt, exacerbated by homelessness and drug-related issues, necessitates a secure environment for our property and family, especially our young granddaughter. Please see the attached pictures.

Attached are details of the proposed wooden fence, including survey measurements and visibility markers. We aim to comply with city ordinances while ensuring our right to the safety and enjoyment of our property. Your understanding and favorable judgment are appreciated.

Thank you.



Rosana Cordoba
Owner

(201) 668-9537

Rosanarokita@gmail.com

1011 21st Ave W,

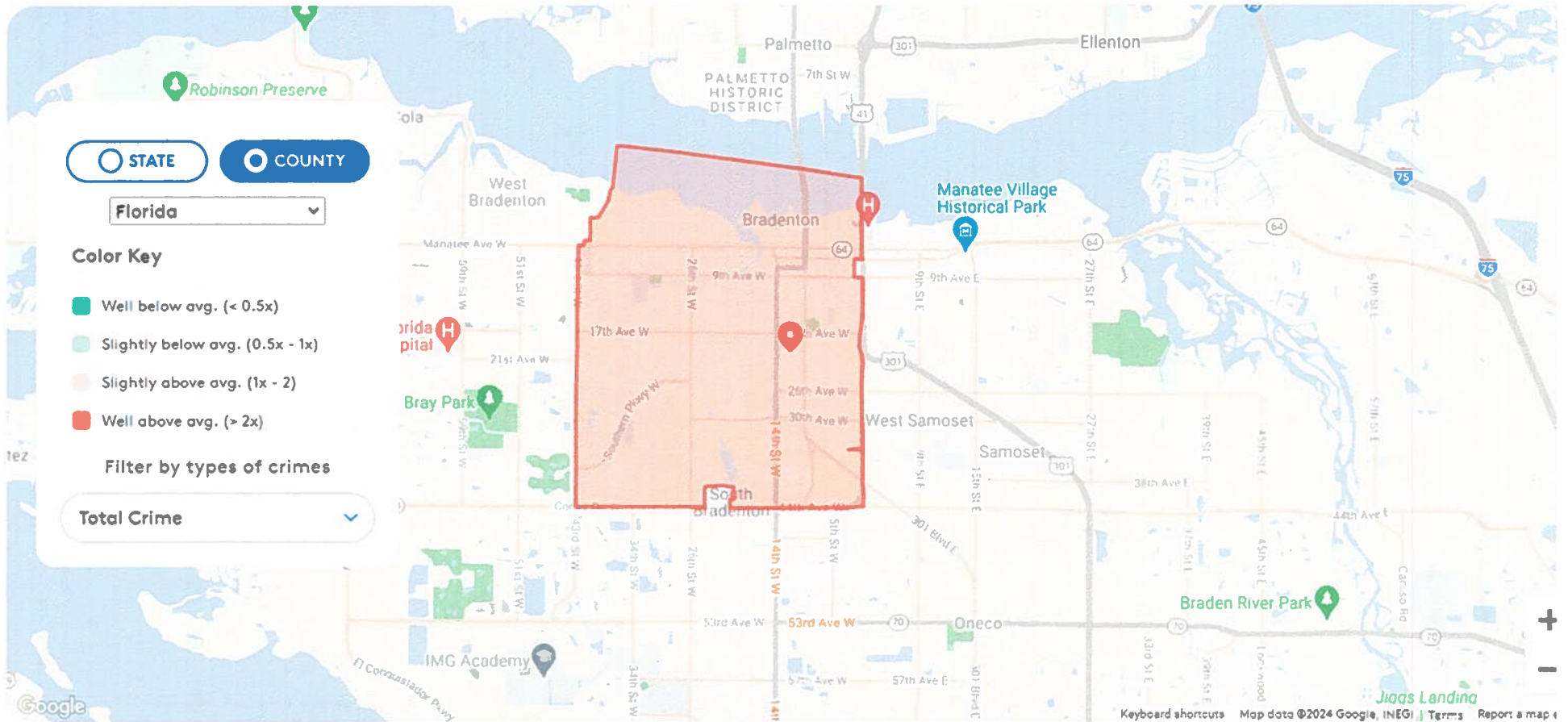
Bradenton, FL 34205



Crime rate maps from ADT

We're monitoring police activity in your area.
Use our interactive map to find out how crime is affecting your community.

1011 21st Ave W, Bradenton, FL

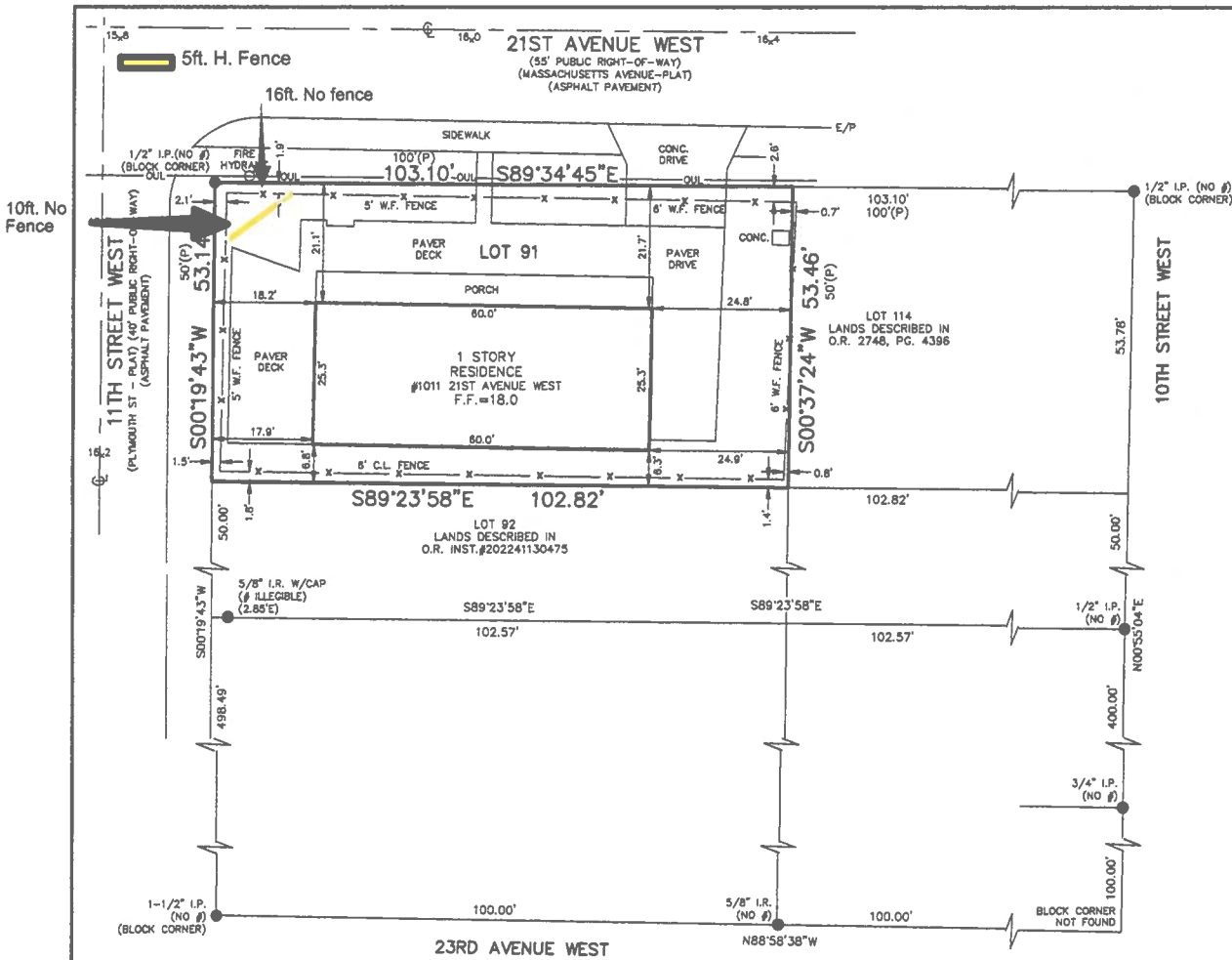












LEGAL DESCRIPTION:
 LOT 91, GILLEY AND PATTEN'S SECOND ADDITION TO EDGEWOOD,
 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT
 BOOK 1, PAGE 301, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

- E/P EDGE OF PAVEMENT
- (P) PLAT DIMENSION
- (M) MEASURED DIMENSION
- (C) CALCULATED DIMENSION
- O.R./PG. OFFICIAL RECORDS BOOK/PAGE
- D.B./PG. DEED BOOK/PAGE
- P.B./PG. PLAT BOOK/PAGE
- C.L.F. CHAIN LINK FENCE
- W.F. WOOD FENCE
- V.F. VINYL FENCE
- OUL OVERHEAD UTILITY LINE
- 14x5 INDICATES SPOT ELEVATION
- FF FLOOR ELEVATION
- IRON ROD (I.R.) OR IRON PIPE (I.P.) FOUND
- CONCRETE MONUMENT (C.M.) FOUND
- ⊗ 5/8" I. ROD SET W/CAP PSM#6333
- ⊕ UTILITY POLE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:
 THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND
 SUPERVISION, THAT TO THE BEST OF MY KNOWLEDGE, IT IS A TRUE
 REPRESENTATION OF THE LANDS SHOWN HEREON AND THAT IT MEETS
 THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF
 FLORIDA, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
 SECTION 472.027, FLORIDA STATUTES.

James B Amberger
 Digitally signed by James B Amberger
 Date: 2024.05.02 09:30:48 -0400

JAMES B. AMBERGER
 LICENSE NUMBER
6333
 STATE OF
 FLORIDA
 Professional Surveyor and Mapper

JAMES B. AMBERGER DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE No. 6333
 (NOT VALID WITHOUT SURVEYOR'S
 SIGNATURE AND SEAL)

SURVEYOR'S REPORT:

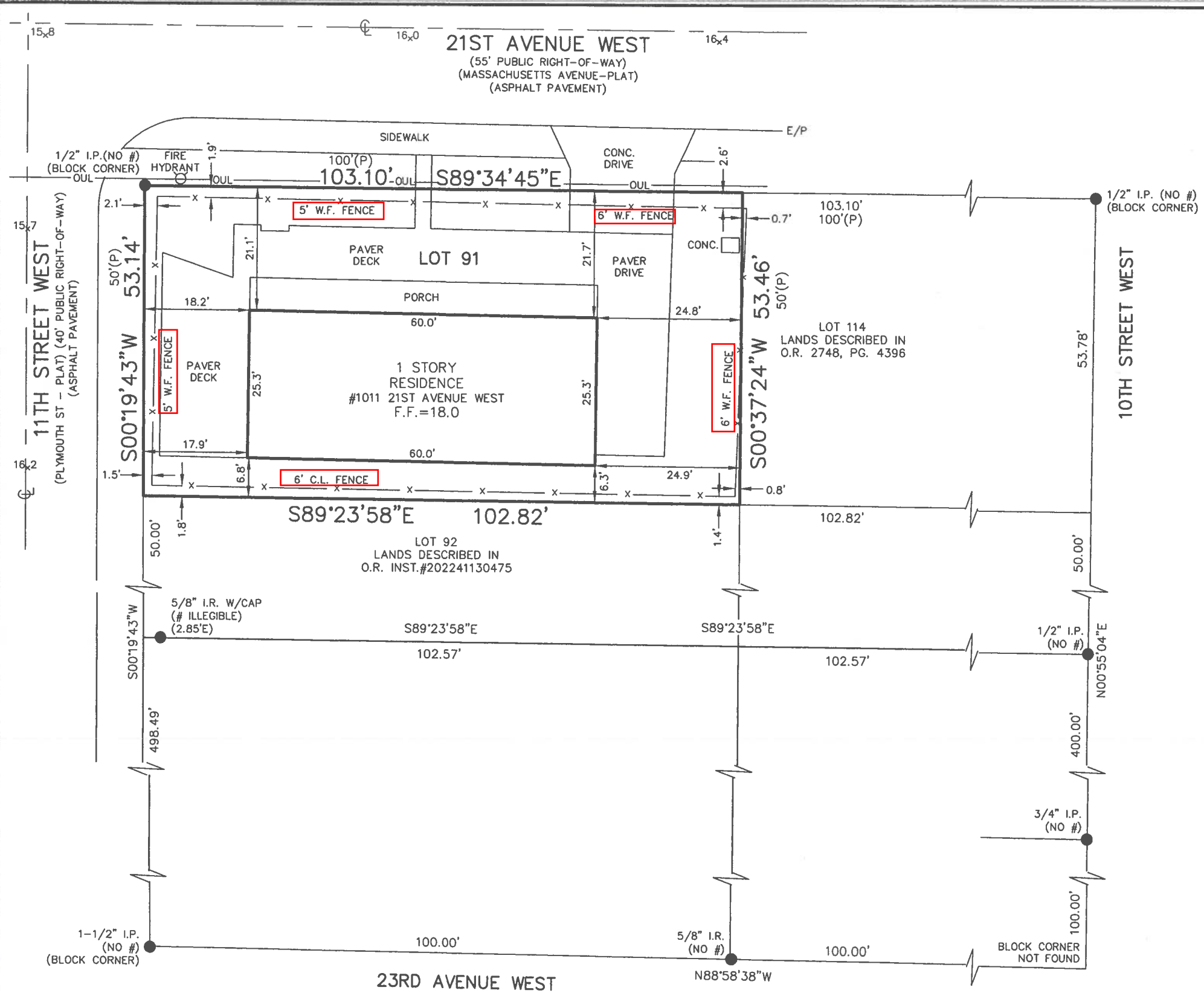
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© 2024 Jim Amberger Land Surveying, LLC

AS-BUILT SURVEY
LOT 91,
GILLEY PATTEENS ADDITION TO
THE CITY OF BRADENTON,
PLAT BOOK 1, PAGE 301,
MANATEE COUNTY, FLORIDA

JIM AMBERGER
LAND SURVEYING, LLC
 1055 South Tamiami Trail, Suite 110-B
 Sarasota, FL 34236
 Phone (941) 955-6333 bargartime@verizon.net
 Surveying & Mapping Business Authorization #LB7649

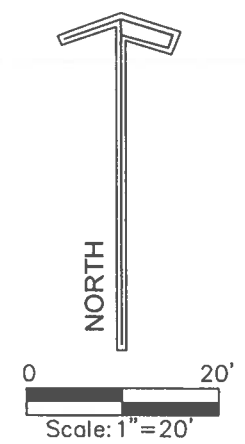
REV.
 DATE: 4-24-2024
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 DWG# B-24072
 DRAWN BY: JBA



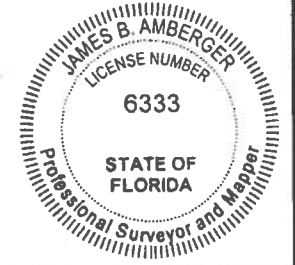
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James B. Amberger
 5/2/2024
 JAMES B. AMBERGER DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE No. 6333
 (NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL)



- SURVEYOR'S REPORT:**
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AS-BUILT SURVEY
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JIM AMBERGER
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 1055 South Tamiami Trail, Suite 110-B
 Sarasota, FL 34236
 Phone (941) 955-6333 bergertime@verizon.net
 Surveying & Mapping Business Authorization #LB7649

REV.
 DATE: 4-24-2024
 JOB # 2024072
 DWG# B-24072
 DRAWN BY: JBA

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4058 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Discuss and determine if Ordinance 4058 should be approved as presented, approved with modifications or not pass the Ordinance and continue with the prohibition

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

Yes

EXPLANATION:

At the January 29, 2025 City Council workshop, the existing regulations regarding the keeping of live poultry were discussed. In response to that discussion, staff drafted an Ordinance to allow the keeping of hens in residential areas. If

approved, this Ordinance would provide for an approval process with annual renewal to allow up to four hens and no roosters on properties with opaque fencing and with coops and runs setback from the property lines.

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:

Motion to approve Ordinance 4058.

ATTACHMENTS:

[Ordinance 4058](#)

[Staff Report](#)

[Business Impact Estimate Ord 4058](#)

ORDINANCE NO. 4058

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the concept of local sustainability and a desire for fresher food products has inspired an interest in backyard food production; and

WHEREAS, the City Council of the City of Bradenton recognizes the general trend in society to pursue a green lifestyle and to incorporate fresher products into diets, a lifestyle which can be supported by allowing residents to keep and raise a limited number of chickens on their single-family property for the purposes of producing their own eggs for consumption; and

WHEREAS, the City Council also recognizes the desire of all residents to live in a clean and pleasant environment that is free of excessive odor, noise, vermin, and disease; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that this Ordinance is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language. Chapter 14, Article I, Section 14-4 of the City of Bradenton Code of Ordinances is amended as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in the attached Exhibit "A" upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	March 12, 2025
PUBLICATION DATE	March 16, 2025
SECOND READING	March 26, 2025

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

CITY OF BRADENTON, FLORIDA

Gene Brown, Mayor

ATTEST:

By: _____
 Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
 Scott Rudacille, City Attorney

Sec. 14-4. - Keeping live poultry; ~~penalty for violation permit required; penalties for violations.~~

- ~~(a) It shall be unlawful for any person to keep within the city any live poultry. The term "poultry" as used in this section shall include but not be limited to any chicken, duck, goose, turkey, guinea or other domestic fowl.~~
- ~~(b) Any person guilty of violating this section shall be punished as provided in [section 1-15](#).~~
- (a) For the purposes of this section, the term "poultry" shall mean the following types of fowl: chickens, turkeys, ducks, geese, and guinea fowl.
- (b) Except as specifically authorized in this section, it shall be unlawful for any person to keep within the city any live poultry.
- (c) The keeping of chickens is allowed as an accessory use to a single-family home if the following standards are met, and the property owner obtains a permit as described herein:
- a. No more than 4 hens may be kept pursuant to this section.
 - b. There shall be a coop or enclosure that provides at least 4 square feet of area per hen in addition to individual roosts contained therein. The coop or enclosure shall not exceed 100 square feet in total area.
 - c. In addition to the coop or enclosure there may be an open, unroofed pen or run available to the hens between sunrise and sunset.
 - d. The coop, enclosure, pen and run may not be closer than 10 feet from any side or rear property line and may not be located in the required front yard of the home or between the front of the house and the property line of any abutting street.
 - e. A six-foot-tall opaque enclosure, such as a wood or PVC fence or wall, must surround the yard or portion of the yard where the coop, enclosure, pen and run are located.
 - f. Noxious fumes and smells attributable to the keeping of chickens must not be noticeable from the neighboring properties as deemed identifiable to a person of normal sensibilities and witnessed by a code enforcement officer.
 - g. There shall be no roosters on the premises. Any chick that matures into a rooster must be removed from the premises before it begins to crow.
 - h. The single family-home to which the chickens are an accessory use may not be utilized as a vacation rental.
 - i. The property owner is responsible for keeping the premises free from rodents and vermin that may be attracted to the chickens, eggs and feed.
 - j. The hens must be kept in sanitary and humane living conditions, free of disease and under the care of a veterinarian. Should the hens become infected with a transmittable disease that may infect humans or other animals, domestic or wild, they will be required to be relocated or euthanized so that they do not infect the human or animal population.
 - k. Chickens that run free in the public rights of way may be confiscated and relocated outside of the City.
 - l. Deliveries to and from the residence shall be no greater than that expected of another single family residence.
- (d) Permit required.
- a. A permit issued pursuant to this section is permissible and revokable subject to the conditions of the ordinance and permit.

- b. The permit shall be required and renewed annually. The permit holder shall be required to contact the City within 30 days prior to the anniversary of the issuance of the permit to set up a renewal inspection. Failure to timely schedule a renewal inspection or renew the permit as required herein will result in the revocation of the permit, and a new permit will be required to keep chickens pursuant to this section.
 - c. The permit application shall be in the form provided by the planning and community development department and accompanied by a scaled and dimensioned plan indicating compliance with the dimensional requirements provided in subsection (b) above.
 - d. Following submission of a permit application under this section, the premises will be inspected for compliance with the standards set forth herein. The property owner must allow access to the premises by City officials to inspect for compliance before the permit may be issued and at other times upon request of the City. Failure to allow for inspection upon request shall result in the revocation of the permit.
 - e. If a permit is found in violation of this ordinance or the conditions of the permit, as adjudicated by the Code Enforcement Board, Magistrate or applicable authority, the City may revoke or deny the renewal of the permit.
 - f. Only single-family residences on individual lots or parcels in residential zoning districts where the primary use of the premises is residential shall be eligible to obtain a permit under this section.
- (e) Violations. In the event that a violation of this section occurs, the City shall have the right to one or more of the following remedies or actions:
- a. Institute code enforcement proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs;
 - b. Take any other action or remedy authorized by law or in equity, including but not limited to instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the City for reimbursement of the City's attorney fees and costs incurred in connection with such action; and
 - c. Revocation of a permit issued pursuant to this Section.
- (f) This section pertains solely to the keeping of chickens. The keeping of any live poultry, other than chickens, within the City is unlawful.
- (g) No animal that kills a hen will, for that reason alone, be considered a dangerous or aggressive animal.
- (h) This section does not supersede any covenant or restriction of a condominium or homeowner association.
- (i) This ordinance may be repealed at any time if the City Council finds that it is in the best interest of the City's residents to no longer allow the keeping of chickens in residential areas. In the event the ordinance is repealed, any approved permits will not be subject to renewal at the end of the then-current annual renewal period, and the use shall be discontinued upon expiration of the permit.



City of Bradenton

Planning and Community Development Department

City Council

March 12, 2025

Staff Report

ORDINANCE NO. 25-4058

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

At the January 29, 2025 City Council Workshop, staff discussed potential changes to Section 14-4 of the Code of Ordinances related to the keeping of live poultry on residentially zoned property. Currently the City Ordinance prohibits the keeping of poultry. While there have been complaints regarding chickens in single family districts there have also been requests to reconsider the current prohibition. Staff has reviewed the ordinances of other local governments, including Manatee County, that allow the keeping of live poultry.

Common principles in these regulations have been the prohibition of roosters, the limitation on the number of hens and setbacks for the coops and other structures associated with the keeping of hens on private property. While a permitting process has not been common, staff feels that a permit that is reviewed annually will allow regular inspections to confirm compliance.

The proposed Ordinance would provide the following:

- A limit of four hens per property and no roosters

- A 10 foot setback to a coop or run and a six foot tall opaque fence must surround the back yard where the coop and run are located.
- Inspection and permitting requirements with annual renewal and a procedure for revocation in the case of noncompliance.
- A repeal provision in the event that City Council determines that it is in the best interest of the City to discontinue this permit program.

RECOMMENDATION:

Staff has not experienced any difficulty in enforcing the current Ordinance which prohibits the keeping of live poultry. However, if City Council is interested in changing the Ordinance to allow the keeping of live poultry it is recommended that the proposed Ordinance be implemented in order to protect neighboring properties, allow for regular inspections and provide for the revocation of the Ordinance to give the City the necessary controls to protect the public interest.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

ORDINANCE NO. 4058

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTION 14-4 OF THE CITY'S CODE OF ORDINANCES RELATING TO KEEPING LIVE POULTRY; ALLOWING FOR THE KEEPING OF CHICKENS PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section [166.041\(4\)](#), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

¹ See Section 166.041(4)(c), Florida Statutes.

- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections [190.005](#) and [190.046](#), Florida Statutes, regarding community development districts;
 - c. Section [553.73](#), Florida Statutes, relating to the Florida Building Code; or
 - d. Section [633.202](#), Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
This Ordinance would amend Chapter 14, Section 14-4 which currently prohibits the keeping of fowl and would provide for an approval process with annual renewal to allow up to four hens and no roosters on properties with opaque fencing and with coops and runs setback from the property lines.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
 (a) An estimate of direct compliance costs that businesses may reasonably incur;
 (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
 (c) An estimate of the City of Bradenton’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
*There should be no impact on businesses. This Ordinance does not impact businesses but allows residents to keep chickens on residential property.
 There will be no charge to businesses. Homeowners who apply for the permit would pay a fee to cover the cost of processing and inspection
 The City would conduct inspections to insure compliance with the Ordinance and provide a process to register.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
There would be no businesses involved. It is estimated that up to six homeowners may obtain permits initially but more may apply once the process is made available.

4. Additional information the governing body deems useful (if any):

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 25-37 - Operations and Maintenance Agreement for the City of Bradenton's Wastewater Treatment Plant - PUBLIC HEARING

SUGGESTED ACTION: Approve and adopt Resolution 25-37.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

Yes

EXPLANATION:

Pursuant to Chapter 180 of the Florida Statutes, the City has the power and authority to provide utility services within City limits. The City recognizes the necessity to efficiently, effectively, and safely operate the City's utilities and manage its business affairs.

Pursuant to Chapter 180.301 of the Florida Statutes, it is in the public interest to contract with Woodard & Curran, Inc. for maintenance and operations services for its Wastewater Treatment Plant in order to provide the City's utility customers with high-quality, reliable and cost-effective utility service.

The City shall consider the following factors that will be explained by the City Administrator for the utility:

- The utility's most recent income and expense statement;
- The utility's most recent available balance sheet listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;

- A statement on the utility's existing rate base for regulatory purpose;
- The physical condition of the utility facilities being privatized;
- The reasonableness of the Agreement price and terms;
- The impacts of the Agreement on utility customers, both positive and negative;
- Any required additional investment and the ability and willingness of Woodard & Curran, Inc. to make that investment;
- The terms and conditions upon which Woodard & Curran, Inc. will provide capital investment and financing, or a combination thereof, for contemplated capital replacements, additions, expansions, and repairs;
- The alternatives to the privatization, and the potential impact on the City's utility customers if the Agreement is not made;
- The ability of Woodard & Curran, Inc. to provide and maintain high-quality and cost-effective utility service; and
- The technical expertise and experience of Woodard & Curran, Inc. relative to its obligation under the Agreement.

The City finds the experience, technical expertise, and financial ability of Woodard & Curran, Inc. to be acceptable to provide and maintain high-quality and cost-effective utility services.

FINANCIAL IMPACT:

The first year's estimated budget for Woodard & Curran is \$4,851,702. The 2025 City budget for the Wastewater Treatment Plant was \$4,548,257. The City also paid significant costs to process, maintenance, operations, and engineering consultants whose services will be included in the overall Woodard & Curran contract services. It is expected that this will have a positive impact in process efficiencies resulting in various cost savings to the City in operating the Wastewater Treatment Plant in various budgeted categories, as well as cost savings associated with regulatory and litigation penalties and assessments that have accrued as a result of discharges and other non-compliance issues.

ATTORNEY REVIEW/RECOMMENDATION:

Approved

SUGGESTED MOTION:

Motion to approve and adopt Resolution 25-37 and authorize the Mayor to execute the Resolution and the Operations & Maintenance Agreement with Woodard & Curran, Inc.

ATTACHMENTS:

[Resolution 25-37](#)

[Operations and Maintenance Agreement with Woodard & Curran, Inc.](#)

CITY OF BRADENTON

RESOLUTION NUMBER 25-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY OF BRADENTON, FLORIDA'S WASTEWATER TREATMENT PLANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Florida, the City of Bradenton (the "City") enjoys the rights, duties, and privileges of municipal home rule pursuant to Article II of the Florida Constitution; and

WHEREAS, pursuant to Chapter 180, Florida Statutes, the City has the power and authority to provide utility services within the City limits; and

WHEREAS, the City recognizes the necessity to efficiently operate the City's utilities and manage its business affairs with minimum liability for its rate payers; and

WHEREAS, the City finds it is in the public interest to contract with Woodard & Curran, Inc. for maintenance and operations services for its Wastewater Treatment Plant (the "Agreement") in order to provide the City's utility customers with high-quality and cost-effective utility service; and

WHEREAS, the City has held a public hearing after due notice and has considered the criteria as required under Section 180.301, Florida Statutes, and other information deemed relevant; and

WHEREAS, the City has prepared a statement showing that the Agreement is in the public interest, including a summary of Woodard & Curran, Inc.'s experience in operation and maintenance of wastewater treatment facilities and a showing of Woodard & Curran, Inc.'s financial ability to provide the services contemplated under the Agreement; and

WHEREAS, the City finds the experience, technical expertise, and financial ability of Woodard & Curran, Inc. to be acceptable to provide and maintain high-quality and cost-effective utility services; and

WHEREAS, the City desires to enter into the Agreement with Woodard & Curran, Inc.

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

1. Recitals. The foregoing WHEREAS clauses are adopted and confirmed.

2. Public Interest. The Agreement is in the public interest and necessary and desirable to maintain and improve the quality of utility services provided to the City, as described in the City's statement.

3. Factors Considered in Determination. Pursuant to Section 180.301, Florida Statutes, In determining that the Agreement is in the public interest, the City has considered information that included, but was not limited to, the following:

- (i) The utility's most recent income and expense statement;
- (ii) The utility's most recent available balance sheet listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;
- (iii) A statement on the utility's existing rate base for regulatory purpose;
- (iv) The physical condition of the utility facilities being privatized;
- (v) The reasonableness of the Agreement price and terms;
- (vi) The impacts of the Agreement on utility customers, both positive and negative;
- (vii) Any required additional investment and the ability and willingness of Woodard & Curran, Inc. to make that investment;
- (viii) The terms and conditions upon which Woodard & Curran, Inc. will provide capital investment and financing, or a combination thereof, for contemplated capital replacements, additions, expansions, and repairs;
- (ix) The alternatives to the privatization, and the potential impact on the City's utility customers if the Agreement is not made;
- (x) The ability of Woodard & Curran, Inc. to provide and maintain high-quality and cost-effective utility service; and
- (xi) The technical expertise and experience of Woodard & Curran, Inc. relative to its obligation under the Agreement.

4. Approval and Authorization. The Agreement attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

5. Effective Date. This resolution shall take effect immediately upon its adoption by the City Council of the City of Bradenton, Florida.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 26TH DAY OF MARCH 2025.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY



Operations and Maintenance Agreement

Dated:

May 5, 2025

The City of Bradenton

And

Woodard & Curran, Inc.

Contract Operations and Maintenance Agreement

This Operations and Maintenance Agreement is hereby entered on the date set forth below between Woodard & Curran, Inc. ("W&C"), a Maine corporation, whose Principal Place of Business is based at 12 Mountfort Street, Portland, ME 04101, Tax I.D. No. 01-0363222, and The City of Bradenton, (the "Client"), whose address is 101 12th Street West, Bradenton, FL 34205 and its successors and assigns.

RECITALS

WHEREAS, the Client is the owner of a wastewater reclamation system (referred to herein as the "Facility" or "Facilities") that is described in Exhibit A to this Agreement;

WHEREAS, the Client desires to engage W&C to operate and maintain the Facility on behalf of the Client and W&C desires to accept such engagement, all upon the terms and conditions hereafter set forth;

WHEREAS, the Client is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - RESPONSIBILITIES OF WOODARD & CURRAN

1.01 Commencing on May 5, 2025 or such other mutually acceptable date agreed to in writing between W&C and the Client (the "Effective Date"), W&C will provide all routine operation and maintenance of the Client's Facility (as described in Exhibit B of the Agreement) on a seven day per week basis within the design capabilities of the Facility (hereinafter "Scope of Services"). Basic Design Data is provided in Exhibit A to this Agreement, entitled, "Design Capabilities for Treatment Facility".

1.02 W&C shall communicate with the designated Client liaison, as described in Article 2.01(g) of this Agreement, regarding decisions and other matters related to the operation of the Facility. In addition, W&C shall assist the Client with respect to Client's reporting obligations to regulatory agencies in matters related to the operation of the Facility.

1.03 Additional operation and maintenance services not considered routine (as listed in Exhibit B of the Agreement), or which are required as a result of an "Act of God" or force majeure, including but not limited to flood, abnormal weather conditions, natural catastrophes, fire, civil disturbance, pandemics, terrorism, interruption of electric or other utility service, supply chain disruption, equipment failure or equipment deficiency due to design defect or failure of Client to make necessary investments in the equipment, or any other reason beyond W&C's control ("Force Majeure"), are not covered within the scope of this Agreement and W&C shall be excused from any performance due to Force Majeure. If requested and practicable, W&C will assist the Client in obtaining or providing the operation and maintenance so required within a reasonable timeframe and W&C will be paid for such additional assistance under an equitable adjustment that is calculated in accordance with Article III, Compensation. W&C shall make reasonable efforts to secure the Facilities at appropriate times, within the limits of the security devices provided by the Client, to protect against vandalism and intrusion. To the extent possible, W&C shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of Client with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. W&C

shall rely on Client's security and public safety staff for ultimate control and responsibility for the security of property and equipment. If W&C takes such measures, it shall not be held responsible for any claims, damages, injuries, losses or costs due to or resulting from a security incident caused by the Client or any third parties.

1.04 Protection of Persons and Property.

W&C and Client shall agree upon standards for initiating, maintaining and supervising reasonable safety precautions and an ongoing safety compliance program in connection with the Facility.

W&C and Client shall agree upon reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. All employees and other persons who are legally on the premises of the Facility;
- b. The Facility and all materials and equipment to be incorporated therein, whether in storage on or off the site, which are under the care, custody, and/or control of W&C or any of its subcontractors or sub-consultants; and
- c. Other property on the premises of the Facility, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

W&C shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss arising out of its operations pursuant to this Agreement.

Except as otherwise stated herein, W&C shall promptly remedy at its sole cost all damage or loss to any property to the extent that it is caused by the negligence or willful act of W&C or its employees, any subcontractor or sub-consultant, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which W&C is responsible, provided that the foregoing shall not apply to damage or loss attributable to acts or omissions of a third party or the Client or anyone directly or indirectly employed by the Client, or by anyone for whose acts the Client may be liable, and not attributable to the fault or negligence of W&C.

W&C shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and the coordination of the ongoing safety compliance program.

ARTICLE II - RESPONSIBILITIES OF THE CLIENT

2.01 As part of this Agreement, the Client agrees to assume the following responsibilities:

- (a) Client shall maintain in full force and effect, in accordance with its respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to the Client as Owner of the Facility and component parts thereof;
- (b) The Client will be responsible for payment of capital costs as described in this Agreement and in Exhibit B. Client shall also be responsible for expenditures for any capital repairs or

replacement agreed to by Client and W&C as the result of W&C health & safety and cyber-security inspections/audits. W&C will provide justification and review of the related factors for such expenditure.

- (c) Client shall at all times provide access to the Facility for W&C, its agents and employees and shall assure that security and public safety officials responsible for the community and area coordinate their activities and patrols to protect personnel and property on-site.
- (d) Client shall provide W&C with the use of all existing equipment and associated parts owned by the Client, necessary for the operation and maintenance of the Facility. Client shall provide for W&C's exclusive use of all vehicles assigned to the Facility and provide all registrations and licenses for the Client's vehicles used in connection with the Facility;
- (e) Client shall be responsible for damage and liability to the Facility or components thereof and public health caused by flood, fire, Acts of God or other Force Majeure, civil disturbance, pandemics, terrorism or misuse of property, with the exception of any misuse of property by W&C.
- (f) Client shall be responsible for all fines imposed for process upsets and violations of water quality standards attributable to the operation and maintenance of the Facility to the extent outside W&C 's responsibility as set forth in Section 8.03.
- (g) Client shall designate an individual to act as authorized representative overseeing W&C in connection with the performance of services by W&C under this Agreement.
- (h) Client shall provide all criteria and full information as to the Client's requirements for W&C's services, including without limitation, objectives, constraints, standards or budgets including any limitations thereof.
- (i) Client shall give prompt written notice to W&C whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of W&C's services or any failure of W&C to perform in accordance with the terms and conditions of the Agreement; and
- (j) Client shall be responsible for all fines imposed by OSHA for any capital repairs or replacements related to health & safety not made in accordance with subsection (b) of this Article 2.01.

2.02 Client will purchase and maintain at its sole expense commercial general liability, property and structure liability, and flood and fire insurance policies, including premises and extended coverage, including coverage for vandalism and malicious mischief for the full and insurable value of the Facilities and for bodily injury or death to the Client's or W&C's employees, or Client's agents or invitees; and cyber risk insurance. Client waives all of its' and its' carriers' rights against W&C for bodily injury, death, or property damages to the extent covered by the insurance maintained by the Client pursuant to this Article or other applicable insurance. This waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

2.03 Client agrees to compensate W&C as provided in Article III, Compensation.

ARTICLE III - COMPENSATION

3.01 Compensation to W&C for services performed shall be the Cost-Plus-Fixed Fee Method as defined and indicated herein.

3.02 Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on, and W&C shall be paid, reimbursement of actual undisputed costs incurred by W&C in its performance of the Scope of Services, (hereinafter referred to as "Reimbursable Costs"), plus a Fixed Fee, as defined herein.

3.02.1 Reimbursable Costs shall be Direct Salary & Benefits, Utilities and Fuels Costs, Chemical Costs, Maintenance and Repair Costs, Residuals Management Costs, Laboratory Costs, Misc Operating Supplies/Equipment Costs as are defined in the table in Exhibit C to this Agreement, entitled Woodard & Curran Pricing Approach.

3.02.2 As compensation for the Reimbursable Costs for the first pro-rated year of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C the sum in accordance with the Budget presented in Exhibit C payable in equal monthly payments, commencing with the Effective Date as set forth in Article I Section 1.01 above for total Reimbursable Costs related to the Facility. The budgetary breakdown associated with the Reimbursable Costs is found in the table in Exhibit C.

3.03 The Client shall also pay W&C a Fixed Fee, as set forth in the approved Annual Budget related to the Facility. The Fixed Fee shall be 8 percent (8.0%) of the sum of the Reimbursable Costs plus any additional costs payable to W&C hereunder ("Fixed Fee"). The Fixed Fee budget is outlined in Exhibit C and is subject to review or modification as otherwise provided in this Agreement. As compensation for the Fixed Fee for the first pro-rated year of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C in accordance with the Budget presented in Exhibit C payable in equal monthly payments, commencing with the Effective Date for the total Fixed Fee related to the Facility.

3.03.1 The monthly compensation for Reimbursable Costs and Fixed Fee will be billed at the beginning of the month for which it is due. All undisputed invoices received by Client shall be paid in accordance with Section 3.13 of this Agreement. Late payments shall accrue interest at the then current prime rate plus two (2%) percent per annum on the unpaid balance.

3.04 Annual Adjustments. By the Effective Date of this Agreement and by each September 1st thereafter, an estimated annual budget, including all costs will be negotiated ("Annual Budget"). Negotiations shall begin and an initial budget shall be submitted by W&C on or before April 15th of each year and finalized by May 1st of each year of the contract. This method will enable Client and W&C to evaluate any deficiencies and/or changes in the Scope of Services to establish the new Annual Budget in each successive year of the Agreement. If negotiations have not been completed prior to a contract year, the Annual Budget should be set at one hundred percent (100%) of the previous Annual Budget on a preliminary basis until negotiations are completed and the Annual Budget is adjusted. Credits shall be made for any differences between the one-hundred percent (100%) amount and the new Annual Cost Budget and agreed upon within thirty (30) days after the Annual Budget is approved.

3.05 Adjustments Based on Increased or Decreased Operating Costs. In the event that any changes in the scope of the operations for regulations applicable to the Facility shall occur from and after the Effective Date, including, but not limited to, changes in governmental regulations or reporting requirements, effluent quality standards, monitoring requirements, level of treatment, personnel qualifications, staffing rules or

changes in the Scope of Services (as set forth in Exhibit B) which increase or decrease the cost of operating the Facility, then, in that event, the Client shall provide for an increase or decrease in W&C's compensation, as reasonably determined by W&C and agreed to by the Client, retroactive to the date of such notification by W&C or the Client (which shall include a reasonably detailed explanation for the increase to W&C's compensation).

3.06 Maintenance and Repair Costs.

a. Costs below \$5,000. W&C shall pay the costs of all individual repair parts, maintenance materials, supplies and outside routine maintenance service items (hereinafter, "M&R Item" or "M&R Items") under \$5,000 per event, excluding W&C labor costs, during the term of this Agreement. The annual budget for such M&R Items costing less than \$5,000 is included in the annual fees to be paid to W&C and is initially established at **\$250,000**. The pro-rated amount for the first year of the agreement shall be \$104,167. This annual M&R Item budget will be negotiated and agreed to annually and W&C's fixed fee shall be adjusted accordingly. The Client shall approve in advance and pay for M&R Items that exceed the annual budget. Such approval and payment shall not be unreasonably withheld.

b. Costs \$5,000 and above. Any M&R Item which costs \$5,000 or more per event, excluding W&C labor costs, shall be approved by the Client via the approval process described in subsection 3.06(c) below and paid for in its entirety directly by the Client. Notwithstanding anything to the contrary in this Section, subject to the requirements set forth in subsection 3.06(d) below, W&C shall have the right, in emergency situations, to authorize the expenditure of up to \$10,000 (or such additional amounts authorized in writing by the City) for M&R Items where the failure to do so would have an adverse effect, as determined by W&C and agreed to by Client, on safety, the Facility or the Client's equipment. Where reasonably practicable, W&C shall immediately notify the Client of upon discovery of any emergency situation; however, where such immediate notice is not reasonably practicable, W&C shall notify the Client within twenty-four (24) hours of discovery of any emergency situation.

c. Approval Process for Costs \$5,000 and Above. All costs in the amount of \$5,000 or more per event shall be promptly submitted by W&C in writing to the City Administrator or his designee for review and consideration by the Client. W&C shall also provide all supporting documentation related to the costs at the Client's request. The Client shall notify W&C of its approval or denial of the costs within seven (7) business days of the Client's receipt of the cost submission, or, where applicable, the Client's receipt of any requested supporting documentation, whichever is later. If approved, the Client shall proceed with payment of such costs and confirm with W&C upon completion of such payment.

d. Emergency Costs. Payment of all emergency costs in the amount of \$5,000 or more per event shall be in accordance with the "Emergency Purchases" exception under City of Bradenton Resolution 23-03.

3.07 Transition Fee Component. The Client shall pay W&C, as Compensation for the transition fee, a total amount of **\$98,940** (the "Transition Fee Component"). The Transition Fee Component amount shall be amortized over five (5) of the Client's budget years, beginning with the Client's current budget year. The annual budget amount of **\$8,241** shall be paid by the Client to W&C each year, in equal monthly payments of **\$1,648**, commencing with the Effective Date for the Transition Fee Component related to the Facility. The parties agree that the Transition Fee Component will not be adjusted annually. If the Client should terminate this Agreement prior to repayment of the full Transition Fee Component, then the Client will be

responsible for the prorated remaining balance (as described in Exhibit C-1). W&C will begin on-site transition management services in April 2025.

3.08 Additional Capital Investments. The Client and W&C will work together to develop, agree on and execute more substantive capital upgrade projects in an effort to further reduce the Facility's operating and maintenance costs, and/or improve operations control, productivity and compliance. Projects identified and brought forward by W&C will be presented to and approved by the Client on a case-by-case basis. Funding approaches will be discussed prior to project approvals. In the event the Client and W&C agree that W&C will supply any of the capital necessary to implement the upgrade project, W&C and the Client will, following appropriate internal approvals, structure a separate capital recovery and security agreement for W&C to recover its capital cost and risk, and which will include provisions satisfactory to both parties. W&C will provide appropriate conditions, including a termination provision, conforming to Generally Accepted Accounting Principles ("GAAP") standards, to allow the Client to exercise its rights under the provisions of the agreements while protecting W&C's right to recover and secure its capital investments. Cost, quality and/or productivity savings generated by these projects, net of any payments or other capital recovery mechanisms employed, will be shared by the Parties on a negotiated basis.

3.09 Contingency or Out-Of-Scope Services includes funds for projects and services that have not been included elsewhere in the Annual Budget and are not clearly defined. This may include emergency services or services from W&C's consulting and engineering business units, which shall be clearly set forth in a separate statement of work. In the event of an emergency, W&C may act, subject to the limitations and requirements set forth in Section 3.06 of this Agreement. Nothing contained in this Agreement or Section shall require W&C to provide any emergency services and failure of W&C to perform any such emergency services shall not impose upon W&C any liability, provided that W&C provides notice of any emergency situations to the Client in accordance with Section 3.06 of this Agreement. Expenditures under this category, with the exception of any expenditures pursuant to Section 3.06 of this Agreement, will require advanced written approval by the Client. A Fixed Fee rate of eight percent (8%) will be added to all contingency or out-of-scope services' expenses. Contingency or out-of-scope services' expenses will be billed on a monthly basis.

3.10 W&C shall provide a narrative statement, in a Monthly Operating Report ("MOR"), to the Client on a monthly basis. The MOR shall describe the work accomplished, any problems encountered, and their resolution by W&C during the period by reference to the tasks described in the Scope of Services.

3.11 Invoices are to be forwarded directly to the following:

Client Address:
The City of Bradenton
101 12th Street West
Bradenton, FL 34205

3.12 In the event that this Agreement is terminated or canceled, or W&C's services are suspended in this Agreement, prior to completion, payment shall be made in accordance with the provisions of Article V, Termination.3.13 All undisputed invoices received by the Client pursuant to this Agreement will be paid in accordance with Florida's Prompt Payment Act. W&C will be notified by the Client of any questionable items contained in invoices submitted by W&C within thirty (30) days of receipt by the Client with an explanation of the deficiencies. W&C shall make every effort to resolve all questionable items contained in the disputed invoice within thirty (30) days of receipt of notice of such disputed invoice from

the Client. At the end of the thirty (30) day period, the Client shall pay W&C the invoice amount less any unresolved questionable items.

ARTICLE IV - TERM OF AGREEMENT

4.01 This Agreement shall remain in full force and effect for five (5) years and five (5) months from the Effective Date.

4.02 The term of this Agreement may be extended for additional five (5) year terms as mutually agreed by the Client and W&C.

ARTICLE V - TERMINATION

5.01 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party of a default by the other party (the "Defaulting Party"), and the Defaulting Party's failure to cure the default within an additional thirty (30) days; provided, however, if the default can be cured but the cure cannot reasonably be completed within thirty (30) days, termination may not occur until the cure can reasonably be completed as long as the Defaulting Party has commenced steps to cure and diligently continues to pursue such cure.

5.02 Termination for Convenience. Either party may terminate this Agreement upon 180 days' prior written notice to the other party; in the event the Client exercises this provision prior to execution of the full term of this Agreement, the Client will pay W&C (i) all invoiced fees through the date of termination; (ii) any amounts expended by W&C in making investments in the Facility; (iii) the balance of the Transition Fee Component; and (iv) demobilization costs representing one year of the fixed fee based on the average amount of the prior six months of invoices. These amounts will be paid in accordance with Section 3.13 of this Agreement

5.03 Suspension for Nonpayment. This Agreement may be suspended by W&C after forty-five (45) consecutive days of non-payment of any undisputed invoices by Client. Failure of the Client to provide payment of an undisputed invoice after sixty (60) days shall constitute a material default.

5.04 Transition Costs. The Client shall pay the balance of the Transition Fee Component in accordance with Section 3.13 of this Agreement.

5.05 In the case of the Client terminating W&C, W&C shall, within ten (10) days, or any extensions thereto as may be mutually agreed upon by the Parties, deliver or otherwise make available to the Client all data and documents that have been obtained or prepared by W&C in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress. Notwithstanding any provisions contained in this Agreement, the Client shall have the opportunity to hire any W&C employees permanently assigned to operation of the Facility.

ARTICLE VI - STANDARDS OF PERFORMANCE

6.01 W&C's objective is to provide its clients with quality operational services consistent with industry standards. To that end, W&C seeks an operational collaboration and dialogue with the Client to achieve a level of performance consistent with industry standards. If the Client has any concerns with the services,

the Client shall immediately inform W&C in writing, and the parties shall meet to discuss the concerns. It is understood that the relationship of W&C and the Client is that of independent contractor. No warranty, express or implied, is made or intended by W&C's undertaking herein or its performance of services. For any professional services rendered under this Agreement, W&C will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

ARTICLE VII - CHANGES

7.01 W&C or the Client may request, respectively, changes in the Scope of Services authorized under this Agreement which are within the general scope of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: construction and installation of capital projects and repairs caused by events outside W&C's control if these cannot be accommodated within normal operational hours and normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, pandemics, terrorist acts, or other causes beyond W&C's reasonable control or which result from W&C encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the Client regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written work change orders, executed by the Client and W&C, unless accomplished under emergency conditions in accordance with Section 3.06 of this Agreement, all subject to an equitable adjustment in compensation to W&C.

7.02 In the event changes in the work result in increased work, the Client will pay W&C for hours worked, equipment used, and materials expended pursuant to the applicable written work change order and in accordance with Article III, Compensation.

7.03 In an emergency affecting the safety of persons or property, W&C may act, subject to the limitations and requirements set forth in Section 3.06 of this Agreement, to prevent threatened damage, injury or loss. Any increase in the monthly fee or extension of time claimed by W&C on account of acts taken in connection with such emergency shall be paid to W&C in accordance with Article 7.02 above.

ARTICLE VIII – INSURANCE AND LIMITATIONS

8.01 W&C will provide and maintain at all times during the term of this Agreement the following insurance coverage:

- (a) Workers' compensation insurance in compliance with the statutes of the state where the Facility is located;
- (b) Commercial general liability insurance with a limit of One Million Dollars (\$1,000,000) per occurrence and in the aggregate;
- (c) Automobile liability insurance (owned, non-owned, or hired) with a combined single limit of One Million Dollars (\$1,000,000); and

- (d) Professional liability insurance with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate where professional or design services are provided.
- (e) W&C shall maintain pollution liability coverage with a limit of One Million Dollars (\$1,000,000) per claim including onsite clean up coverage for all incidents associated with their negligent operation and maintenance of the Facility.

W&C shall name the Client as an additional insured on all of the above-referenced policies. W&C will furnish the Client with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect.

8.02 Unless covered by insurance carried by W&C pursuant to article 8.01 of this agreement, in which case the coverage and limits specified to be maintained shall only apply to and hereby expressly limit such covered liabilities, the aggregate liability of W&C for any and all uninsured claims, damages, costs, or expenses, including attorneys' fees under this agreement, whether based in breach of contract, breach of warranty, tort including negligence, strict liability or otherwise, shall not exceed the total annual compensation paid for the services out of which the claim or damage, costs, or expense arose. In no event shall W&C be liable to the Client for any consequential, indirect, special or punitive damages such as, for example, loss of profits or revenue, or the loss of use of client's facilities or property, but this does not limit W&C liabilities for any consequential, indirect, special or punitive damages and associated costs or expense allowed by law as to third party claims. .

8.03 W&C will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Article, W&C shall operate the Facilities in compliance with state and federal regulatory requirements. W&C shall comply with all applicable local, state, and federal laws and regulations as they pertain to the Facilities, however the Parties recognize and agree that the existing Water Reclamation Facility (WRF) cannot meet permit compliance standards without significant modifications, which are outside the scope of this Agreement. Additionally, the Parties agree that in the event the Client completes the upgrades to the WRF which allows the WRF to operate within FDEP permit standards, this Section 8.03 and Exhibit B to this Agreement will be renegotiated as evidenced in an executed Amendment to this Agreement to provide for W&C compliance with appropriate FDEP permit limits. Otherwise, the Client shall remain fully responsible for any fines imposed for process upsets and violation of wastewater discharge standards. It is understood that within the first 90 days of this Agreement that W&C and Client shall commence developing a capital investment and operations plan to outline upgrades that are necessary to enable the WRF to consistently meet compliance.

ARTICLE IX - INDEMNIFICATION

9.01 W&C hereby agrees to indemnify and save and hold harmless the Client (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, to the extent caused by (i) W&C's material breach of any provision of this Agreement or of W&C's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of W&C in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by W&C.

9.02 Client agrees to indemnify and hold W&C harmless from any liability, claim, or cause of action resulting from bodily injury to or illness or death of any third party or destruction of or damage to any property of any third party to the extent caused by the negligence of the Client or its employees.

9.03 In the event that both W&C and the Client are found by a finder of fact to be negligent, and the negligence of both is the proximate cause of the liability, claim, damage, cost or expense, then in such event, each party shall be responsible for the proportionate amount of the liability equal to its comparative share of fault.

9.04 Client acknowledges that, in seeking services of W&C in this Agreement, the Client is requesting W&C to undertake services that present potential uninsurable environmental and other operational risks for the Client's benefit. Therefore, the Client agrees that, except to the extent such liability may arise out of the sole or gross negligence of W&C or its employees in the performance of the services under this Agreement, the Client shall defend, indemnify and hold harmless W&C, its officers and employees from and against any and all claims, losses, damages and liabilities, including but not limited to costs of defense and reasonable attorneys' fees, arising under local, state, or federal laws or regulations including but not limited to, the Clean Air Act, the Clean Water Act, CERCLA, RCRA, or analogous state or local laws directly or indirectly connected with the alleged, threatened or actual discharge, dispersal, release, migration of pollutants, contaminants, or chemicals which may be present at or beneath the Facility's premises.

9.05 Client acknowledges that W&C has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance, or dangerous condition at the Project site. Consequently, Client agrees it is the generator of any such hazardous substance under applicable law. Client authorizes Woodard & Curran to sign hazardous waste manifests as an agent of and on behalf of Client. Client will remain the generator of record and accept all liability related to the waste and formally acknowledges and agrees that Woodard & Curran is only an agent and is not a generator of any waste materials. Moreover, Woodard & Curran shall not take title to or assume any responsibility or liability related to any waste removed from the Site. W&C agrees to indemnify and hold harmless Client from any and all claims, by third party persons or legal entities, for losses, damages, costs or other claims and liabilities arising from W&C's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste, or other materials (Materials") related in any way to W&C's operations pursuant to this Agreement only to the extent caused by the sole or gross negligence of W&C. In the event W&C's indemnity obligations under this paragraph are triggered, W&C shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by W&C's failure to comply and to restore the damages water and/or land to the condition existing immediately prior to the occurrence which caused the damage. Upon discovery of a failure or violation related to its disposal operations, W&C shall immediately notify all applicable governmental agencies having jurisdiction, including the Client, of such failure or violation.

9.06 Notwithstanding any provisions contained in this Agreement, any indemnity provided by the Client shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. Further, nothing in this Agreement is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City of Bradenton, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under Section 768.28, Florida Statutes.

ARTICLE X - MISCELLANEOUS

10.01 Not Applicable

10.02 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both parties.

10.03 Written notices required to be given under this Agreement shall be deemed given when mailed by first class / registered mail, postage paid, to the addresses listed below:

<p>To City:</p> <p style="padding-left: 40px;">City of Bradenton Attn: City Administrator 101 12th Street West Bradenton, Florida 34205</p> <p>Copy to:</p> <p style="padding-left: 40px;">Blalock Walters, P.A. Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 srudacille@blalockwalters.com</p>	<p>To W & C:</p> <p style="padding-left: 40px;">Woodard & Curran, Inc. Attn: Brian Bzdawka 12 Mountfort Street Portland, Maine 04101 Email: bbzdawka@woodardcurran.com</p> <p>Copy to:</p> <p style="padding-left: 40px;">Woodard & Curran, Inc. Attn: Legal Dept. 12 Mountfort Street Portland, Maine 04101</p>
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10.04 No waiver, discharge, or renunciation of any claim or right of either Party arising out of breach of this Agreement by the other Party shall be effective unless signed in writing by the non-breaching Party and supported by separate consideration.

10.05 This Agreement shall be deemed to have been made in the state where the Facility is located and shall be governed by and construed in accordance with the laws of the state where the Facility is located. Venue for any dispute arising out of this Agreement shall be in Manatee County, Florida.

10.06 If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days from written notice of the Dispute, a mutually acceptable third-party mediator having expertise in the subject matter of the Dispute may be engaged to mediate the Dispute upon mutual written agreement by the Parties. The expense of the mediator would be shared equally by the parties. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable State Rules of Evidence, except as otherwise provided under Florida’s public records laws.

10.07 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. W&C hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. W&C 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. W&C 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 W&C 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 Client.

10.08 Ownership of Documents. It is understood and agreed that all documents (including but not limited to reports, maintenance and operation plans, original drawings, survey field notebooks, electronic data and all other data other than working papers, prepared or obtained by W&C in connection with its services hereunder), hereinafter referred to as the "Documents", shall be delivered to, and shall become the property of the Client prior to final payment to W&C. The Client shall review with W&C the Documents, and the Client shall determine which Documents shall be accepted. W&C may retain reproducible copies of all Documents for its files at its sole cost. The Documents shall be a "work made for hire" and the Client shall be vested with all rights of ownership in the Documents of whatever kind and however created that may be in existence thereto. All Documents, including drawings prepared by W&C pursuant to this Agreement, are instruments of service in respect to the services described in the Scope of Services. These Documents are not intended or represented to be suitable for reuse by the Client or others on any other project unless otherwise agreed. W&C shall not be liable for any use or reuse by the Client if the Documents are modified without the written approval of W&C. Notwithstanding any other provision to the contrary, W&C will retain all right, title and interest, including without limitation all intellectual property rights in and to (a) W&C's designs, tools, methodologies, programs, proprietary software, software frameworks, source code, specifications; and (b) third-party works or products that W&C has acquired the rights to use or derivative works or modifications to the same.

10.09 The Client is empowered to require W&C to remove any employee or representative of W&C from working at the Facility whom the Client determines is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct, whether job related or not. The Client shall notify W&C in writing of the Client's objections before W&C's obligation for removal of any employee or representative becomes effective. W&C will then have sixty (60) days to correct the situation before having to remove an employee or representative from the Facility. If after sixty (60) days the Client still wishes the employee or representative to be removed from the Facility, W&C shall comply. However, if situations occur which would constitute grounds for termination for cause, the employee shall be removed from the Facility upon notification by the Client.

10.10 Public Records. Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, W&C shall comply with Florida's public records laws as follows:

- A. W&C shall keep and maintain public records required by the Client in order to perform the service;
- B. Upon request from the Client, provide the Client 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. W&C shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration

of the Agreement Term and following completion of the Contract if W&C does not transfer the records to the Client;

- D. W&C shall upon completion of the contract, transfer, at no cost, to the Client all public records in possession of W&C or keep and maintain public records required by the Client to perform the service. If W&C transfers all public records to the Client upon completion of the Agreement, W&C shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If W&C keeps and maintains public records upon completion of the Agreement, W&C shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client; and
- E. W&C acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records", of the Florida Statutes.
- F. IF W&C HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE W&C'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT CITYCLERK@CITYOFBRADENTON.COM.

10.11 Assignability. W&C shall not assign or transfer any interest in this Agreement without the prior written approval of the Client, which shall not be unreasonably withheld, provided that claims for the money due or to become due from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such prior Client approval. Notice of any such assignment or transfer shall be furnished to the Client within five (5) business days. Any such assignment or transfer made in violation of this Section shall be void ab initio and of no legal effect.

10.12 Notwithstanding any provisions contained in this Agreement, neither party shall be considered in default of performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include but not be limited to hostility, revolution, civil commotion, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Section, is beyond the control and without the fault or negligence of the party seeking relief under this Section. In the event of any such force majeure, the party unable to perform will notify the other party promptly of such force majeure and will be required to resume performance of its obligations under this Agreement upon cessation of the aforementioned force majeure. Every reasonable effort will be made by W&C and the Client to provide water, wastewater, and reclaimed water service to the customers of the Facility twenty-four (24) hours per day and seven (7) days per week during the force majeure.

IN WITNESS THEREOF, W&C, by its duly authorized officer, and the Client, by its duly authorized administrator, have executed this Agreement as of the date and year first above written.

[SIGNATURES FOLLOW]

The City of Bradenton

Attest _____

By: _____

Gene Brown
(Print Name)

Mayor
(Title)

March 26, 2025
(Date)

Woodard & Curran, Inc.

Attest Brian E Bzdawka

Alyson Watson
By: _____

Alyson Watson
(Print Name)

Chief Executive Officer
(Title)

March 19, 2025
(Date)

EXHIBIT A

DESIGN CAPABILITIES FOR TREATMENT FACILITY

W&C shall comply with all applicable local, state, and federal laws and regulations as they pertain to the Facilities, however the Parties recognize and agree that the existing Water Reclamation Facility (WRF) cannot meet permit compliance standards without significant modifications, which are outside the scope of this Agreement. The Parties agree that in the event the Client completes the upgrades to the WRF which allows the WRF to operate within FDEP permit standards, W&C will remove the above language and accept obligations for maintaining the system within compliance.

The Facility and design capabilities of the Facility are as set forth in the original engineering plans and specifications for the Facility as provided by the Client to W&C upon the Effective Date as follows:

1. Treatment Facility Design Capabilities:
 1. Design Flow: 9.0 MG Annual Average Daily
 2. Design Loadings: XXX #BOD / Day
XXX #SS / Day

2. Treatment Facility Average Daily
 1. Avg. Daily Flow: X.X MG Annual Average Daily
 2. Avg. Daily Loadings: XXX #BOD / Day
XXX #SS / Day

3. NPDES Permit No: FL0021369-016-CW1 / MR
FL0021369-014-DW1P / NR DMRs

EXHIBIT B

WOODARD & CURRAN SCOPE OF SERVICES

The W&C Services to be provided by Woodard & Curran during the term of this Agreement shall include and be limited to the following:

1. Facilities Operation. W&C shall comply with all applicable local, state and federal laws and regulations as they pertain to the Facility to provide that the treated effluent meets or exceeds the standards established by the United States Environmental Protection Agency ("USEPA") and the Florida Department of Environmental Protection ("FDEP") under the permits issued to the Client by such authority as long as the influent does not exceed the design limitations set forth in Exhibit A ("Description of Facility and Design Capabilities") and in accordance with the limitations of the Facility as described in Article 8.03. However, the Parties recognize and agree that the existing Water Reclamation Facility (WRF) cannot meet permit compliance standards without significant modifications, which are outside the scope of this Agreement. The Parties agree that in the event the Client completes the upgrades to the WRF which allows the WRF to operate within FDEP permit standards, the Parties shall execute an amendment to the Agreement removing the above language and accepting obligations for maintaining the system within compliance. W&C shall have no such obligation in the event that such violations are a result of the Client's negligence, intentional acts or the presence of hazardous or biological toxic substances. In the event the wastewater influent does exceed the design limitations set forth in Exhibit A or the limitations of the Facility as set forth in Article 8.03, W&C shall be excused of its fine and penalty obligations, however, shall use commercially reasonable efforts to satisfy its commitments notwithstanding the condition of the influent.

2. Project Management and Staffing. W&C shall staff the Facility with a Project Manager and operations staff experienced in the areas of wastewater treatment, maintenance, process control, laboratory analysis and maintenance procedures. W&C will supervise regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facility.

3. Project Support. W&C shall, as required and determined by W&C, provide on-call, backup expertise in operations, management and maintenance applications to ensure compliance with this Agreement.

4. Repair and Maintenance. In accordance with Section 3.06 of this Agreement, W&C shall pay the costs of M&R Items under \$5,000 per event, excluding W&C labor costs, during the term of this Agreement.

5. Information Systems. W&C shall implement and maintain computer software effective in the management of scheduled, preventive maintenance, capital repairs, emergency repairs, predictive maintenance, process control and compliance reporting. In so doing, W&C will use processes and tools that are readily available in the marketplace, which are not necessarily native to its system. There are constant advancements and rapidly changing risks inherent with the security of such systems, beyond the control of W&C; accordingly, the Client accepts these risks and W&C shall not be responsible for any damages, claims, interferences, incidents, breaches or other security vulnerabilities with respect to these information systems. The Client further acknowledges and agrees

that it has been and shall continue to maintain responsibility for the security of its information systems and that in providing the Services hereunder, W&C does not make any guarantees or represent that its services will result in the security of these systems.

6 Not Applicable

7. Hazardous Substances or Biological Toxic Substances. In the event that any Hazardous Substance (as defined below) or Biological Toxic Substance (as defined below) is received at the Facility, W&C shall notify the Client and assist the Client in the removal and/or reduction of such Hazardous Substance or Biological Toxic Substance. In the event that any Hazardous Substance or Biological Toxic Substance cannot be treated or removed using the processes and equipment provided, W&C shall not be responsible for additional operational costs and expenses until the Hazardous Substance or Biological Toxic Substance is removed from the Facility and the Facility has completely recovered. For all purposes of this Exhibit B and the Agreement to which it is attached, "Hazardous Substance" shall mean (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls; or (b) any chemical, material or substance defined or regulated as hazardous or as a pollutant, contaminant or waste under any statute, law, ordinance, by-law, decree, regulation, code, order, rule or judgment of any governmental authority having the force of law. For all purposes of this Exhibit B and the Agreement to which it is attached, "Biological Toxic Substance" shall mean any substance or combination of substances contained in the Facility's influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater. The Parties agree that the presumption shall be that any Biological Toxic Substance present in the Facility entered with the influent unless it can be demonstrated otherwise. Biological Toxic Substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, herbicides, acids, caustics, chlorine, quaternary ammonia and other cleaning or sanitizing compounds.

8. Not Applicable

9. Testing and Laboratory Analysis. W&C shall perform the sampling and analysis as required for the proper operation of the Facility for process control and compliance standards. W&C shall prepare all permit monitoring and operations reports and submit them to the Client for final review and sign-off prior to submission to the appropriate regulatory agency having jurisdiction over the Facility.

10. Reporting. W&C shall submit internal reports relating to the operations of the Facility to the Client, in a monthly operating Report ("MOR"). The MOR shall describe the work accomplished, any challenges encountered, their resolution, and a cost to budget table. W&C shall assist the Client in the Client's reporting requirements to local, state and federal regulatory agencies, all in accordance with mutually agreed upon procedures. W&C shall be responsible for representing the Client with the relevant regulatory agencies and advise the Client of all meetings, hearings and relevant related information for the Facility. The Client shall participate in such meetings of regulatory or governmental agencies as the Client or W&C deems necessary.

11. Records of Operation. Records maintained by W&C shall be in compliance with all applicable laws and regulations, including but not limited to Florida's public records laws. These records, capable of providing historical data and trend, shall be the property of the Client. W&C shall maintain these records at the Facility site, available during the term of this Agreement for use by authorized

Client personnel. W&C agrees to provide the Client's officials with access to the Facility at any time, upon reasonable prior notice.

12. Safety. W&C shall administer a site-specific safety program to include training, record keeping and safety meetings, all in conformance with applicable law and regulations.

13. Training. W&C shall implement an on-going training program, with classroom and hands-on training for all Facility personnel. Training shall include Facility operations and maintenance, laboratory operations and maintenance, supervisory skills and energy management.

14. Capital Budget Submission. On an annual basis, W&C shall provide a formal report to the Client on W&C's projection of capital needs and assist the Client with the preparation of the Client's Annual Budget. W&C shall annually submit its recommendations regarding additions to or deletions from the Client's scheduled program. W&C shall submit detailed rationale for any changes or additions, along with related preliminary cost estimates. Implementation of these recommendations by the Client, however, is not a condition of W&C's performance of the services. Review and approval of these capital expenditures shall remain the responsibility of the Client.

15. Emergency Response Plan. W&C, in cooperation with the Client, shall maintain and implement an emergency response plan for the Facility that shall be in compliance with all applicable regulations. The emergency response plan shall be reviewed and updated annually.

16. Facility Inventory. The Client shall provide W&C with a complete inventory of the equipment and other physical assets at the Facility within one month of the Effective Date. W&C will provide the Client with a complete inventory of W&C's equipment brought onto the Facility within one month of the Effective Date. Any temporary or portable equipment which is provided by W&C during the term of this Agreement shall remain the property of W&C upon termination of this Agreement. Each party shall be responsible for the insurable risk and maintain ownership of their respective inventoried equipment and physical assets.

Exhibit C

Annual Budget

The table below reflects the first year's estimated budget, prorated from May 1, 2025 through September 30, 2025. Each subsequent Annual Budget shall reflect 12 months' worth of expenses for the period October 1st through September 30th.

The budget shall be negotiated and agreed to by both parties annually as described in Article III and the line-item budget provided below shall be based upon the parameters outlined in Article III.

	1 Year Budget	First Year Pro-Rated
Direct Salary & Benefits	\$1,386,584	\$577,743
Utilities and Fuel Costs	\$526,000	\$219,167
Chemical Costs	\$1,007,415	\$419,756
Maintenance and Repair Costs	\$250,000	\$104,167
Residuals Management Costs	\$700,000	\$291,667
Laboratory Costs	\$143,900	\$59,958
Miscellaneous Operating Supplies/Equipment Costs	\$77,858	\$32,441
Overhead Costs	\$372,422	\$155,176
Subtotal Costs	\$4,474,004	\$1,860,075
Fixed Fee for First Twelve (12) Months	\$357,920	\$148,806
Transition Fee Component (\$98,940/Amortized over 5 years)	\$19,778	\$8,241
Total Budgeted Costs	\$4,851,702	\$2,017,122

Exhibit C-1
Transition Cost Termination Schedule

Termination Year	Amount Owed
Year 1 / 2025	\$98,940
Year 2/ 2026	\$79,152
Year 3/ 2027	\$59,364
Year 4/ 2028	\$39,576
Year 5/ 2029	\$19,788

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025
SUBMITTED BY: Rob Perry, City Administration
ITEM TYPE: Miscellaneous
AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL
SUBJECT: Emergency Procurement Report
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

ATTACHMENTS:

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: March 26, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Private Commercial Refuse Collection Service at the Minnie Rogers Site - 201 13th Avenue West

SUGGESTED ACTION: TBD

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The proposed developer for the Minnie Rogers property located at 201 13th Ave. West, principally owned by Peter D'Addeo, had previously advised CRA Board, through Mr. Burton, that the proposed commercial development for McDonald's restaurant was held up for the approval of the SIP Plan by City of Bradenton Public Works. This matter was placed as New Business before Council for the purposes of consideration of allowing the private commercial collection of refuse and garbage on the site. The City's Code of Ordinances Section 58-33 requires City Council approval to permit such private collection service.

The matter was submitted to Blalock Walters for review. Please see Memorandum to City Administrator's attention dated March 19, 2025. The crux of the matter before you is whether the City should even expend the time and resources that would be required to investigate and ensure necessary factors for consideration are developed for this option.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Approved

SUGGESTED MOTION:

TBD

ATTACHMENTS:

[Memorandum Regarding Solid Waste Collection Services](#)

Memorandum

To: Rob Perry, City Administrator for the City of Bradenton

Thru: Mark P. Barnebey, Esq.

From: Reyna E. Grundy, Esq.

Date: March 19, 2025

Re: Solid Waste Collection Services and Accessibility Issues / 201 13th Avenue West, Bradenton, FL 34205

Dear Mr. Perry,

On March 19, 2025, our office spoke with Kim Clayback concerning issues related to the disposal of solid waste at 201 13th Avenue West, Bradenton, Florida 34205 (the “Property”), and related delays affecting the Site Improvement Plan (“SIP”).

I. Accessibility Issues.

Upon review of the current proposed design layout submitted by Peter D’Addeo (the “Developer”), Ms. Clayback noted that access to the Property’s dumpster can only be obtained via the restaurant’s drive-thru lanes. The size of the drive-thru lanes, the hours of operation thereof, and the location of the dumpster as depicted on the Developer’s proposed design layout would render it extremely difficult – if not outright impossible – for the City’s waste collection trucks to access the dumpster on the Property. Moreover, due to the size and weight of the waste collection trucks, attempting such access to the Property would pose significant public safety concerns.

It is our understanding that the Developer has suggested that retaining a private commercial refuse service to collect and dispose of the Property’s solid waste would remedy the accessibility issues outlined above. However, privately-owned waste collection equipment would be similarly hindered from safely accessing the dumpster on the Property due to the inadequate access route and placement of the dumpster as depicted on the current proposed design layout. Thus, if correct, the SIP should not be approved regardless of the refuse service provider.

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Bradenton, FL 34205

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941.745.2093 fax
BlalockWalters.com

II. Use of Private Commercial Refuse Service.

For the past several years, the City has been the sole provider of solid waste collection and disposal services within the City’s limits, aside from two areas: Freedom Village and Manatee Memorial Hospital.¹ Pursuant to the City of Bradenton Code of Ordinances (the “Code”), the City Council has the sole discretion to authorize the use of private refuse collection services by property owners:

No garbage, rubbish or trash, not including yard trash, shall be disposed of by any person not authorized by the City. No person shall collect or convey over the streets of the City any garbage without the permission of the City Council.

See Section 58-33 of the Code. Prior to providing such authorization, however, the City Council must consider several factors, including but not limited to the reputability of the Developer’s proposed private service provider.

Given the time and resources that would be required in order to ensure all necessary factors are given proper examination, our recommendation is that Staff first ascertain whether City Council is willing to consider the Developer’s request to retain a private commercial refuse service before expending significant time and resources by Staff and our office compiling the necessary documentation for review by City Council.

Should you have any questions or wish to discuss these matters further, please do not hesitate to contact our office.

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¹For several years, Manatee Memorial Hospital and Freedom Village have utilized certain private refuse collection services due to special circumstances preventing access to these areas by garbage compactors. Consequently, the City has authorized these areas to continue utilizing such private services.