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

1. INVOCATION & PLEDGE

Father Mike Brady with Christ Episcopal Church
(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

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

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 25-93 - Community Development Block Grant (CDBG) funding for The Salvation Army
Resolution 25-93
b) Administrative Services: Resolution 25-103 - State Initiatives Partnership (SHIP) funding for Step Up Suncoast, Inc.
Resolution 25-103
c) Administrative Services: Resolution 25-104 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 25-104
Contractor Bids Received
Walkthrough Sign In Sheet and Statement of Work
d) City Administration: Second Amendment to Water Tank Lease Agreement with Cellco Partnership d/b/a Verizon Wireless
Second Amendment to Water Tank Lease Agreement with Cellco Partnership d/b/a Verizon Wireless
e) Clerk: Minutes from the August 28, 2025, City Council Budget Workshop

8-28-2025 City Council Budget Workshop Minutes

f) Clerk: Minutes from the September 24, 2025, City Council Meeting
9-24-2025 City Council Meeting Minutes

g) Clerk: Minutes from the October 8, 2025, City Council Meeting
10-08-2025 City Council Meeting Minutes

h) Clerk: Minutes from the October 9, 2025, City Council Workshop
10-09-2025 City Council Workshop Minutes

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

j) Event Review Committee: LECOM 5K Run the Green Bridge
LECOM 5K Run the Green Bridge Application and Site Plan

k) Event Review Committee: Paws in Motion Walk-a-thon and Festival
Paws in Motion Walk-a-thon and Festival Application and Site Plan

l) Event Review Committee: Pittsburgh Pirates Block Party
Pittsburgh Pirates Block Party Application and Site Plan

m) Finance: Budget Adjustment BA25-15
Budget Adjustment BA25-15

n) Police: 287(g) Service Agreement with the Department of Homeland Security
287(g) Service Agreement with the Department of Homeland Security

o) Police: Acceptance of the Subgrant for Highway Traffic Safety Funds - Sober Roads Initiative
Subgrant for Highway Traffic Safety Funds Agreement G3J38

p) Police: Acceptance of the Subrecipient Agreement for West Coast Inland Navigation District (WCIND) Waterway Development Program
Subrecipient Agreement M-419

q) Police: Agreement for State Financial Assistance with the Florida Department of Law Enforcement (FDLE) - Identity Theft and Fraud Grant
Award Number PR004 with the FDLE

r) Police: Budget Adjustment BA25-13
Budget Adjustment BA25-13

s) Public Works & Utilities: Grant Agreement L0152 with the Florida Department of Environmental Protection (FDEP) for the SW Ward 5 Drainage Improvements
FDEP Grant Agreement L0152

t) Public Works & Utilities: Utility Easement for PID 3267500001 and 3267300006 at the Bradenton Police Department (BPD) Headquarters
FPL Easement at the new BPD Headquarters

u) Public Works & Utilities: Work Assignment for 30" Flow Meter Improvements at the Water Reclamation Facility (WRF)
Work Assignment, Scope, and Quote from Woodruff & Sons, Inc.

v) Public Works & Utilities: Work Assignment for Emergency Power at Lift Station 49
Work Assignment
Scope

Quote from Thompson Pump

w) Public Works & Utilities: Work Assignment for Fire Hydrant Inspection Services
Work Assignment
Proposal from Hydromax USA

x) Public Works & Utilities: Work Assignment for Force Main Lining on Lift Station 23 at 59th Street West between 17th Avenue West and 21st Avenue West
Work Assignment
Proposal from Murphy Pipelines Contractors

y) Public Works & Utilities: Work Assignment for Force Main Offset at Lift Station 23 at 59th Street West and 21st Avenue West
Work Assignment, Scope, and Quote from Woodruff & Sons, Inc.

z) Public Works & Utilities: Work Assignment for the Generator Replacement at Lift Station 11
Work Assignment
Ring Power Quote

aa) Public Works & Utilities: Work Assignment for High Service Pump Station (HSPS) Supplemental Water Main Engineering Design Scope
Work Assignment, Direct Select Form, and Proposal from Jones Edmunds

ab) Purchasing: Work Assignment for Pre-Construction Services for Lift Station 03 Expansion
Direct Select Form, Work Assignment, and Scope from Halfacre Construction Company

ac) Public Works & Utilities: Work Assignment for the Water Reclamation Facility (WRF) Equalization Tank Design Scope
Direct Select Form, Work Assignment, and Scope from Kimley-Horn

ad) Public Works & Utilities: Work Assignment for the Water Reclamation Facility (WRF) Reject Water Storage and Pumping Facilities Design Scope
Proposed Subconsultants for Preliminary Engineering Phase of Work
Direct Select Form, Work Assignment, and Proposal from Jones Edmunds

ae) Purchasing: Addendum No. 1 to Agreement for Construction Management at Risk (CMAR) Continuing Services with Halfacre Construction Company
Addendum No.1 to Agreement for CMAR Continuing Services with Halfacre Construction Company

af) Purchasing: Amendment Two to Grant Agreement HL203 with the Department of Commerce
Amendment Two to Grant Agreement HL203

ag) Purchasing: Term Contract for Road Construction Materials with Central Florida Transport, LLC
Term Contract for Road Construction Materials with Central Florida Transport, LLC

ah) Purchasing: Term Contract for Road Construction Materials with Transcor Recycling LLC
Term Contract for Road Materials with Transcor Recycling LLC

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) City Administration: Resolution 25-100 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REVISING THE OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY OF BRADENTON, FLORIDA'S WASTEWATER COLLECTION SYSTEM AND MECHANICAL DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 25-100

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

a) Police: School Zone Speed Camera Annual Report
School Zone Speed Camera Annual Report
b) City Administration: Emergency Procurement Report
c) City Administration: Proposed Purchase and Sale Agreement between New Rogers Garden Limited Partnership and the Housing Authority of the City of Bradenton and the City of Bradenton
Purchase and Sale Agreement
d) City Administration: Public Works Engineering Report
e) City Administration: Public Works Masterplan (Temporary and Permanent) - Tropicana Site
Temporary Buildout
Master Plan

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to

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

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

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

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

AT COUNCIL MEETING:

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

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

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

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

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Farm-City Week

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Farm-City Week proclamation.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Farm-City Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Farm-City Week
November 10-22, 2025

Whereas, agriculture continues to be a major contributor to the economy of Manatee County with an approximate market value of agricultural sales of 322 million dollars, and more than 213,000 acres or 37 percent of Manatee County land used for production agriculture which includes vegetable crops, livestock and forage, citrus, ornamental horticulture, commercial fishing and marine aquaculture and other products; and

Whereas, this year's Farm-City Week celebration will be "Keeping Ag Alive in 2025" to educate residents with an emphasis on youth on the importance, the value, and the career opportunities found in global agriculture, food and fiber and natural resource systems; and

Whereas, agriculture producers have a long history of preserving natural resources. Farmlands contribute to "green spaces" providing habitat for native and endangered species of animals, reptiles, birds, plants and trees, and farmlands also provide resources to clean water through natural filtration systems; and

Whereas, the first Manatee County Farm-City Week celebration was sponsored by the Bradenton Kiwanis Club in 1955 and the tradition has continued to be supported and funded by Bradenton Kiwanis for the past 70 years; and

Whereas, the Farm-City Week Committee supports this year's theme by contributing to educational opportunities for students. These activities include Ag Venture, where Manatee County 4-H provides educational opportunities for over 1,200 Manatee County youth in agricultural awareness, essay and speech contests, and the Beef Workshop and Prospect Show, preparing youth to show their livestock at the Manatee County Fair.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim November 10-22, 2025, as ***Farm-City Week*** and urge all citizens to recognize the importance of agriculture and its contributions to the local economy, our environment and in the development of youth and to participate in the many events that are offered during the annual celebration of agriculture in Manatee County.

Gene Brown
Mayor
November 12, 2025

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-93 - Community Development Block Grant (CDBG) funding for The Salvation Army

SUGGESTED ACTION:
Approve the recommended CDBG funds to The Salvation Army in the amount of $200,00.00.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Salvation Army is a nonprofit organization that operates an Emergency Services and Community Support Program within the City of Bradenton and is seeking funding to purchase and install a generator to support emergency preparedness and ensure continued operation of services during power outages.

FINANCIAL IMPACT:
The City of Bradenton is making a substantial amendment to its Annual Action Plan to reallocate CDBG funding after closing out activities in previous years. This project will be funded with $200,000 of these funds.

ATTORNEY REVIEW/RECOMMENDATION:

Resolution reviewed and approved by City Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Resolution 25-93.

ATTACHMENTS:
Resolution 25-93

CITY OF BRADENTON
RESOLUTION NUMBER 25-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE AMOUNT OF $200,000.00 TO THE SALVATION ARMY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Salvation Army is a nonprofit organization that operates an Emergency Services and Community Support Program within the City of Bradenton; and

WHEREAS, The Salvation Army is seeking funding to purchase and install a generator to support emergency preparedness and ensure continued operation of services during power outages; and

WHEREAS, the City of Bradenton desires to support The Salvation Army by awarding funding for eligible activities consistent with federal regulations.

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

1. The City of Bradenton hereby approves the award of CDBG funding in the recommended amount of $200,000.00 to The Salvation Army.
2. The Salvation Army will comply with all applicable federal, state, and local laws and regulations regarding the CDBG program.
3. This Resolution shall take effect immediately upon its adoption.

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

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

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AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-103 - State Initiatives Partnership (SHIP) funding for Step Up Suncoast, Inc.

SUGGESTED ACTION: Approve the recommended SHIP funds to Step Up Suncoast, Inc. in the amount of $82,500.00.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Step Up Suncoast, Inc., a non-profit provider serving City of Bradenton residents, seeks funding to assist low- and moderate-income renter households with rental security deposits (excluding utilities), first month's rent, and eviction protection.

FINANCIAL IMPACT:
The City of Bradenton receives SHIP funding on an annual basis for housing related activities. (SHIP Fund 180)

ATTORNEY REVIEW/RECOMMENDATION:
Resolution reviewed and approved by City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-103.

ATTACHMENTS:
Resolution 25-103

CITY OF BRADENTON
RESOLUTION NUMBER 25-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING STATE HOUSING INITIATIVES PARTNERSHIP FUNDING TO STEP UP SUNCOAST, INC. IN THE AMOUNT OF $82,500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Step Up Suncoast, Inc., a non-profit provider serving City of Bradenton residents, seeks funding to assist renter households with rental security deposits (excluding utilities), first month's rent, and eviction protection to low-and-moderate-income residents; and

WHEREAS, the City of Bradenton desires to support Step Up Suncoast by awarding State Housing Initiatives Partnership (SHIP) funds in the amount of $82,500.00 to Step Up Suncoast, Inc. for eligible activities consistent with SHIP program regulations.

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

1. The City of Bradenton hereby approves the award of SHIP funding in the recommended amount of $82,500.00 to Step up Suncoast, Inc.
2. Step Up Suncoast, Inc. will comply with all applicable federal, state, and local laws and regulations regarding the SHIP program.
3. This Resolution shall take effect immediately upon its adoption.

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

ATTEST:

_____

Tamara Melton
CITY CLERK

_____

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

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AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-104 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approve the $16,302.00 in SHIP funding for a loan on 1806 2nd Avenue East, Bradenton, FL 34208. The bid submitted by Ellis Enterprises Construction & Development, Inc. for $16,302.00 was determined to be the second lowest but most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $16,302.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 4 at 1806 2nd Avenue East, Bradenton, FL 34208. The funding is provided to the homeowner as a repayable loan with monthly payments.

FINANCIAL IMPACT:
The City of Bradenton receives SHIP funding on an annual basis for housing related activities. (SHIP Fund 180)

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-104.

ATTACHMENTS:

Resolution 25-104
Contractor Bids Received
Walkthrough Sign In Sheet and Statement of Work

CITY OF BRADENTON
RESOLUTION NUMBER 25-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 1806 2nd AVEUNE EAST BRADENTON, FL 34208 FOR $16,302.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS William and Kim Forman (the "Owners") were determined eligible to receive assistance with rehabilitation of their home located at **1806 2nd Avenue East, Bradenton, FL 34208**; and

WHEREAS the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Ellis Enterprises Construction & Development, Inc. for $16,302.00 was determined to be the second lowest, most responsive bid.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $16,302.00 to the Owners for their property located at 1806 2nd Avenue East, Bradenton, Florida 34208;

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

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

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

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Contractor Bids Received

Date: October 30, 2025

Time: 1:30 p.m

Project: William & Kim Forman
1806 2nd Ave E
Bradenton, FL 34208

Program: Housing Rehabilitation Assistance (SHIP)

Contractor	**Proposal Budget**	Received by:	Time
One Coast Construction	19,995.00	Dietra Barfield	10/29/25 @ 3:49 pm
Ellis Enterprises	16,302.00	Vicki White	10/30/25 @ 12:14 pm
Pinnacle	12,770.00	Vicki White	10/27/25 @ 8:40 am

Opened by:

Housing and Community Development

10/30/25 @ 1:50 pm
Date/Time



BID PROPOSAL FORM

BID PROPOSAL TO:

CITY OF BRADENTON HCD; ATTN: MS.VICKI & MS. DIETRA FOR WILLIAM FORMAN

Address

1806 2ND AVE E, BRADENTON, FL 34208

Home Phone: _____ **Work Phone:** _____

CONTRACTOR'S NAME:

SEAN WILLIAMS- ONE COAST CONSTRUCTION

Phone: 941.210.1484

PROPOSAL

The contractor proposes to furnish all labor and materials to complete the rehabilitation work as listed in the bid specifications for the property listed above. Bid amount totals the following:

a. **Total dollar amount of bid:** $ 19,995

b. **This bid includes completion of all labor and materials for items one-_____of the attached bid specifications plus addendum/addenda if applicable (Please include the work writeup with the itemized breakdown of the project cost, including overhead and profit. Any bids not including this information will be rejected).**

SUBCONTRACTOR

The contractor proposes to use the following subcontractors. If any other subcontractors are used, the contractor agrees to furnish, in writing, their names and addresses to the agency.

c. **Mechanical**
   1. **Plumbing** T/S
   2. **H.V.A.C** _____
d. **Electrical** _____
e. **Other** _____



GUARRANTEE OF PROPOSAL

The contractor certifies that this offer will not be withdrawn or changed for a period of thirty (30) days after the date received by 10.21.25

COMPLETION TIME

If awarded this work, the contractor agrees to begin work within ten (10) days after the receipt of the written "Notice to Proceed", as issued, and agrees to complete the entire project within 180 days of the ordered proceed date.

CONDITIONS OF BID

The contractor warrants he or she has carefully examined the bid specifications and the site where the work is to be performed. The contactor is certain of the conditions at the site and has a clear understanding of the work to be completed.

The contractor agrees that she/he will execute a work Agreement between the contractor and homeowner if the homeowner accepts this contractor's bid proposal.

CERTIFICATION

I certify that all of the information presented in this proposal is true and accurate to the best of my understanding. I also certify that I have the authority to submit this proposal (which may result in a contractual relationship with the City of Bradenton Housing and Community Development Division.)

Authorized signature: _____ **Date:** 10/22/25

SEAN Williams OWNER

Print name and title

WORK SPECIFICATIONS

Client: William & Kim Forman
Property: 1806 2nd Ave E
Bradenton, FL 34208
Telephone: (850)450-6719

Contact for Information:
DIETRA BARFIELD
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES

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

01.0050 CODE COMPLIANCE

To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES

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

01.0225 GENERAL WARRANTY

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

01.0250 SCHEDULING WORK

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

01.0275 COMPLIANCE INSPECTIONS

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

Materials + Labor

result in payment delays or denials!

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

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

$3,999 **2. OVERHEAD & PROFIT**

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

4. PRESSURE WASH EXTERIOR WALLS

$1246

1.00 DU

PRESSURE WASH EXTERIOR WALLS

$6,500 **5. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)**

1196.00 SF

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

7. REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES

$1050

100.00 SF

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

Materials + Labor

15. INSTALL GAS COOKTOP

1.00 EACH

$2,900

Install Gas Cooktop
Install new gas cooktop. Custumer has an allowance of $800 for purchase.

Cooktop measurements (36x21)

$4,300

16. INSTALL A WALL OVEN

Install a wall oven
Install an gas wall oven. Customer has a $2500 allowance (pretax).

Measurements for the gas wall oven
(23" wide and 38" tall)

BID PROPOSAL FORM

BID PROPOSAL TO: William & Kim Forman

Address 1806 2nd Ave West Bradenton FL

Home Phone: 1-850-450-6719 **Work Phone:** n/a

CONTRACTOR'S NAME:

Penance Group

Phone: 941-685-6132

PROPOSAL

The contractor proposes to furnish all labor and materials to complete the rehabilitation work as listed in the bid specifications for the property listed above. Bid amount totals the following:

a. **Total dollar amount of bid:** $ 12,770.00

b. **This bid includes completion of all labor and materials for items one-** 1-7 15+16 **of the attached bid specifications plus addendum/addenda if applicable (Please include the work writeup with the itemized breakdown of the project cost, including overhead and profit. Any bids not including this information will be rejected).**

SUBCONTRACTOR

The contractor proposes to use the following subcontractors. If any other subcontractors are used, the contractor agrees to furnish, in writing, their names and addresses to the agency.

c. **Mechanical**
   1. **Plumbing** Hood Sons
   2. **H.V.A.C** Bonkhart's Heating & Cooling
d. **Electrical** Dig Elec
e. **Other** North Manatee Tree Service

GUARRANTEE OF PROPOSAL

The contractor certifies that this offer will not be withdrawn or changed for a period of thirty (30) days after the date received by Vicki White

COMPLETION TIME

If awarded this work, the contractor agrees to begin work within ten (10) days after the receipt of the written "Notice to Proceed", as issued, and agrees to complete the entire project within 90 days of the ordered proceed date.

CONDITIONS OF BID

The contractor warrants he or she has carefully examined the bid specifications and the site where the work is to be performed. The contactor is certain of the conditions at the site and has a clear understanding of the work to be completed.

The contractor agrees that she/he will execute a work Agreement between the contractor and homeowner if the homeowner accepts this contractor's bid proposal.

CERTIFICATION

I certify that all of the information presented in this proposal is true and accurate to the best of my understanding. I also certify that I have the authority to submit this proposal (which may result in a contractual relationship with the City of Bradenton Housing and Community Development Division.)

Authorized signature: _____ **Date:** 10-30-23

Matt Van Voorhees G.C.

Print name and title

WORK SPECIFICATIONS

Client: William & Kim Forman
Property: 1806 2nd Ave E
Bradenton, FL 34208
Telephone: (850)450-6719

Contact for Information:
DIETRA BARFIELD
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. **GENERAL REQUIREMENT WORK WRITE UP**

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

446.00
20% 89.00
535.00

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may

Materials + Labor

result in payment delays or denials!

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

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

2. OVERHEAD & PROFIT
OVERHEAD & PROFIT
Overhead and profit is capped at 20%

346 ~
20% 69. ~
415. ~

4. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

5. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

1196.00 SF

4,600. ~
20% 920. ~
5,520. ~

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

7. REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES

100.00 SF

1,150. ~
20% 230. ~
1,380. ~

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

Materials + Labor

15. INSTALL GAS COOKTOP

1.00 EACH

$800.00
+480.00
1280.00
20% 256.00
1440.00

Install Gas Cooktop
Install new gas cooktop. Custumer has an allowance of $800 for purchase.

Cooktop measurements (36x21)

16. INSTALL A WALL OVEN

2500.00
400.00
2,900.00
20% 580.00
3,480.00

Install a wall oven
Install an gas wall oven. Customer has a $2500 allowance (pretax).

Measurements for the gas wall oven
(23" wide and 38" tall)

Porphyre

OVTS: Dc

24 x 38½

BID PROPOSAL FORM

BID PROPOSAL TO:
William Forman

Address
1806 2nd Ave E, Bradenton Fl 34208

Home Phone: 850-450-6719 **Work Phone:** _____

CONTRACTOR'S NAME:
Nick Ellis

Phone: 941-355-7175

PROPOSAL

The contractor proposes to furnish all labor and materials to complete the rehabilitation work as listed in the bid specifications for the property listed above. Bid amount totals the following:

a. **Total dollar amount of bid: $ 16,302.00**
b. **This bid includes completion of all labor and materials for items one- five of the attached bid specifications plus addendum/addenda if applicable (Please include the work writeup with the itemized breakdown of the project cost, including overhead and profit. Any bids not including this information will be rejected).**

SUBCONTRACTOR

The contractor proposes to use the following subcontractors. If any other subcontractors are used, the contractor agrees to furnish, in writing, their names and addresses to the agency.

c. **Mechanical** N/a
   1. **Plumbing** Premier Plumbers
   2. **H.V.A.C** N/a
d. **Electrical** West Coast Electrical Contractors, Inc
e. **Other** N/a

OCT 30 2025

GUARRANTEE OF PROPOSAL

The contractor certifies that this offer will not be withdrawn or changed for a period of thirty (30) days after the date received by 10/30/25

COMPLETION TIME

If awarded this work, the contractor agrees to begin work within ten (10) days after the receipt of the written "Notice to Proceed", as issued, and agrees to complete the entire project within 30 days of the ordered proceed date.

CONDITIONS OF BID

The contractor warrants he or she has carefully examined the bid specifications and the site where the work is to be performed. The contactor is certain of the conditions at the site and has a clear understanding of the work to be completed.

The contractor agrees that she/he will execute a work Agreement between the contractor and homeowner if the homeowner accepts this contractor's bid proposal.

CERTIFICATION

I certify that all of the information presented in this proposal is true and accurate to the best of my understanding. I also certify that I have the authority to submit this proposal (which may result in a contractual relationship with the City of Bradenton Housing and Community Development Division.)

Authorized signature: _____ **Date:** 10/30/25

Nick Ellis, President

Print name and title

OCT 30 2025

WORK SPECIFICATIONS

Client: William & Kim Forman
Property: 1806 2nd Ave E
Bradenton, FL 34208
Telephone: (850)450-6719

Contact for Information:
DIETRA BARFIELD
CITY OF BRADENTON

OCT 30 2025

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. **GENERAL REQUIREMENT WORK WRITE UP** **$1,700.00 - Price is to include lead paint test as required by EPA due to the age of home.**

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required. Work that has been concealed without a Compliance Inspection may

Materials + Labor

result in payment delays or denials!

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

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

2. OVERHEAD & PROFIT $2,717.00

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

4. PRESSURE WASH EXTERIOR WALLS $400.00

1.00 DU

PRESSURE WASH EXTERIOR WALLS

5. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*) $4,870.00

1196.00 SF

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

7. REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES $450.00

100.00 SF

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

OCT 30 2025

Materials + Labor

15. **INSTALL GAS COOKTOP** **$2,015.00 - Price to include 1 new circuit for ignitor.**

1.00 EACH

Install Gas Cooktop
Install new gas cooktop. Custumer has an allowance of $800 for purchase.

Cooktop measurements (36x21)

16. **INSTALL A WALL OVEN** **$4,150.00 - Price to include 1 new circuit for ignitor.**

Install a wall oven
Install an gas wall oven. Customer has a $2500 allowance (pretax).

Measurements for the gas wall oven
(23" wide and 38" tall)

Total: $16,302.00

OCT 30 2025

Walkthrough Sign In Sheet

Date: October 21, 2025

Project: William and Kim Forman
1806 2nd Ave E
Bradenton, FL 34208

Program: SHIP – Housing Rehabilitation

Contractor Name	Company
SEAN Williams	GULF COAST CONSTRUCTION
MONICA	" "
Nick Ellis	Ellis Ent Construction Inc
MATT VanVranken	PINNACLE Group

WORK SPECIFICATIONS

Client: William & Kim Forman
Property: 1806 2nd Ave E
Bradenton, FL 34208
Telephone: (850)450-6719

Contact for Information:
DIETRA BARFIELD
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

GENERAL REQUIREMENT WORK WRITE UP

01.0025 PERMITS AND LICENSES

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

01.0050 CODE COMPLIANCE

To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES

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

01.0225 GENERAL WARRANTY

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

01.0250 SCHEDULING WORK

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

01.0275 COMPLIANCE INSPECTIONS

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

Materials + Labor

result in payment delays or denials!

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

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

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

4. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

5. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

1196.00 SF

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

7. REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES

100.00 SF

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

Materials + Labor

15. INSTALL GAS COOKTOP

1.00 EACH

Install Gas Cooktop
Install new gas cooktop. Custumer has an allowance of $800 for purchase.

Cooktop measurements (36x21)

16. INSTALL A WALL OVEN

Install a wall oven
Install an gas wall oven. Customer has a $2500 allowance (pretax).

Measurements for the gas wall oven
(23" wide and 38" tall)

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to Water Tank Lease Agreement with Cellco Partnership d/b/a Verizon Wireless

SUGGESTED ACTION: Approval of Second Amendment to Water Tank Lease Agreement with Cellco Partnership d/b/a Verizon Wireless.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Verizon Wireless has an existing Water Tank Lease on EWT #2 located at 2905 6th Avenue West. Verizon requested modifications to its existing equipment, which modifications require an amendment to the Lease. The Amendment also includes additional language required by the City of Bradenton pursuant to the Policy & Procedures for Review and Approval of Installation and/or Modification of Telecommunication Towers and Equipment on City Elevated Water Tanks and Adjacent Areas and Lease Agreements for Equipment passed by City Council on June 12, 2024.

FINANCIAL IMPACT:
The initial annual rental revenue under this Amendment is $36,000.00 with a annual 3% increase.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:

Motion to approve the Second Amendment to Water Tank Lease Agreement with Cellco Partnership d/b/a Verizon Wireless.

ATTACHMENTS:

Second Amendment to Water Tank Lease Agreement with Cellco Partnership d/b/a Verizon Wireless

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated August 29, 2002, as amended (the "Lease"), with respect to Premises located at 2905 6th Avenue West, Bradenton, FL 34208 (the "Property").

B. Pursuant to the terms of the Lease, Lessee is permitted to have up to nine (9) antennas including mounting kits on the tower at the Property.

C. Lessee desires to have up to ten (10) antennas including mounting kits on the tower at the Property.

D. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessee shall have the right to modify its Demised Premises as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects, which includes, but is not limited to, the installation of up to ten (10) antennas including mounting kits. Exhibit A shall consist of an updated construction drawing of the Communications Equipment on the Demised Premises in accordance with Section 6 of this Amendment.

2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

3. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.

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4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

5. This Amendment will update current points of contact for the Lessor and Lessee as follows:

LESSOR:
City of Bradenton
City Hall, 101 12th Street West, Bradenton, FL 34205-7865
Attn: City Administrator
Telephone: 941-932-9400

City of Bradenton City Attorney
Scott E. Rudacille, Esq.
Blalock Walters, 802 11th Street West, Bradenton, FL 34205
Telephone: 941-748-0100
srudacille@blalockwaters.com

City of Bradenton Public Works and Utilities Department
Public Works Annex, 1810 1st St W, Bradenton, FL 34205
Attn: Public Works and Utilities Director
Telephone: 941-708-6300

LESSEE:
Cellco Partnership d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921.

With a copy to:

a. Basking Ridge Mail Hub, Attn: Legal Intake, One Verizon Way, Basking Ridge, NJ 07920.

6. Paragraph 1 of the Lease shall be modified to update the Communications Equipment on the Demised Premises as follows:

a. Equipment on the ground:
   i. Five (5) Integra 3HE00062CB-10 SFP, RJ-45, TM Copper 100m, AutoNeg 1000
   ii. Twelve (12) Integra 3HC04824AA-IO SFP! 850NM, SRMMG 300M, 10G DDM, ALCAT
   iii. Two (2) 3HE14785AA PS-7250 IXR-E DC
   iv. One (1) Asentria S3406CRANCAB1 S340/6C2RC/A/DC
   v. Two (2) Raycap RVZDC-6627-PF-48 12 Position Dome OVP, with alarm board
   vi. One (1) Ericsson PKGRPGRU0401SR40 Ancillary Pack-RP6655 & RP6672
   vii. Eight (8) JMA PB-PSU-162-BB Boost Module 2 CH 1600 A
   viii. One (1) Asentria 2060-118 Custom RJ45 Alarm Cable 32ft
   ix. One (1) JMA PB-SYS-16-BB-01 19in 16 Ouput DC Boost Shelf wOMM VERSI

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x. Two (2) Ericsson KDU1370093/11 RAN Processor 6651
xi. One (1) Asentria 2060-115 S340 Alarm Cable Accessory
xii. One (1) Lucent 3HE16511AA SD – 8GB Spare Kit
xiii. One (1) Ericsson KDU1370114/11 RAN Processor 6672 Gen 4
xiv. One (1) Nokia 3HE16444AD VzW 7250 IXR-E LRG GNSS DC R22.x
xv. Two (2) RAYCAP RVZDC-4520-RM-48 12 Position Rack Mount OVP, with alarm
xvi. One (1) Asentria 5006-046 Power Wiring Kit, Premium
xvii. Two (2) Ericsson NTB1010067/13 BB6648 Ancillary Kit
xviii. Two (2) Integra 3HE00027CA-10 SFP, 850NM, SX MMF 550M, 1000BASE DDM I
xix. JMA PB-PSU-COV-BB Slot Blank Cover, PSU
xx. Two (2) Integra 3HE00028CA-IO SFP, 1310NM, LX SMF 10KM, 1000BASE DDM I

b. Tower top equipment (including specific model numbers, quantities, and mounting locations of antennas, remote radio units, surge protectors, microwave dishes, tower mounted amplifiers, and coaxial and hybrid fiber cables:
i. Four (4) Ericsson KRD901252/11 AIR 6419 B77D Radio Unit – 138 Centerline
ii. Four (4) JMA MX06FRO860-02 Macro Antenna XPOL 6 Port FRO 8ft 60DEG – 138 Centerline
iii. Two (2) JMA MX12FRO845-01 8' 12 PRT 45DEG 698-2690MHz with Ret – 138 Centerline
iv. Four (4) Ericsson 4490 DB Radio 4490HP B5+B13- Rem Radio Unit
v. Four (4) Ericsson 4890 DB Radio 4890HP B2+B55- Rem Radio Unit
vi. Two (2) Hybrid 6x12 Hybrid Cables
vii. Two (2) OVP 12
viii. Twelve (12) Commscope 1 5/8" coaxial cables
ix. One (1) OVP-6
x. One (1) Hybrid 6x12 Hybrid Cables

7. Paragraph 2(c) of the Lease shall be modified to add language as follows:

The initial annual rent under this Amendment shall be $36,000.00. The annual rent for the extended terms shall increase at a rate of three percent (3%).

8. A new Section 1(e) shall be added as follows:

(e) In the event that Lessee desires to modify its Communications Equipment on the Demised Premises, Lessee shall provide notice to Lessor. Upon notice, the Lessor shall provide Lessee with an application to be completed and returned along with an application fee of $1,000.00 made payable to Lessor. The Lessee shall also submit a structural analysis and intermodulation and radio frequency emissions study as part of the application process. Once the application, required fee and analysis and study are submitted to Lessor, Lessor shall have sixty (60) days to review the application and advise Lessee as to whether its application is approved or denied. If the application is approved, Lessee shall perform the modification in a reasonable amount of time with no interruptions to other providers on the Demised Premises. Lessee shall be responsible for any and all costs associated with an approved modification. Equipment that is

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

larger than the existing equipment or increases the then existing tower loading of Lessee's existing Tower equipment may require the payment of additional rent and be memorialized in an amendment to the existing lease.

9. Paragraph 2 shall be modified with the following:

This current Term of this Agreement is hereby extended for five (5) years. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein for one (1) renewal term of five (5) years each unless Lessee terminates this Agreement by providing written notice to Lessor at least six (6) months prior to the expiration of the Original Term or any renewal term. In addition to any other rights of termination provided herein, the Lessor has the absolute right to terminate the Lease if it is later determined by the Lessor that the leased space is needed for Municipal Purposes. In such event, the Lessee agrees to provide Lessee twelve (12) months prior written notice of such action. For purposes of this Section 9, "Municipal Purpose" shall mean any use, activity, or function that serves the public health, safety, welfare, or the convenience of the residents of the municipality, including the construction, maintenance, or operation of public works, infrastructure, or government building; emergency services; and, any other purpose within the lawful powers and duties of the municipality. "Municipal Purpose" shall not include the termination, nonrenewal, or modification of the Lease for the purpose of obtaining higher rent, improving the Lessor's financial position as a Landlord of the leased space, or entering into a more favorable lease or commercial arrangement with another party as a Landlord of the leased space.

10. Paragraph 27(b) shall be deleted in its entirety and replaced with the following:

If any part of the Tower is damaged by fire, wind, or other casualty as to prevent the continuation of the intent of the Lease in a reasonable manner, the Lessor shall have sixty (60) days in which to decide whether or not to rebuild the Tower. If Lessor decides not to rebuild the Tower, this Agreement shall automatically terminate. If Lessor decides to rebuild the Tower or, at any time, that the Demised Premises are in need of repair and/or replacement that will cause an interruption to Lessee's use of the Demised Premises and/or require Lessee to remove its Communications Equipment from the Demised Premises, Lessor shall give at least thirty (30) days' notice of such decision, unless such notice is impracticable due to an emergency and the City shall not be liable for special, consequential or punitive damages if carrier fails to do so. If any rebuilding, repairing and/or replacement of the Demised Premises cannot reasonably be undertaken without the moving of Lessee's Communication Equipment, then Lessee shall immediately remove its Communications Equipment from the Demised Premises and have the option to deploy and use, a mobile structure, temporary power solution or other interim cell site arrangement in a location mutually agreed upon by the Parties in good faith, and to an abatement of its Rent obligation (and/or a pro rata refund of prepaid Rent, as applicable) until such time as the Demised Premises are rebuilt, repaired and/or replaced in accordance with industry standards.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

DocuSigned by:
By: Keith Murray
Name: Keith Murray
Title: Director
Date: Oct 22, 2025

CITY OF BRADENTON

By:
Name: Gene Brown
Title: Mayor
Date: November 12, 2025

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

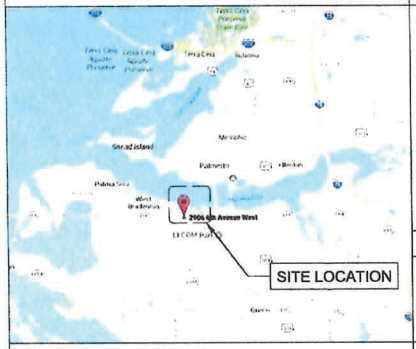
EXHIBIT A

verizon

MDG #: 5000093961
SITE NAME: BRADENTON DT
STRUCTURE TYPE: 138.0' WATER TANK TOWER
MARKET: TAMPA2
PROJECT TYPE: SUB6

Digitally signed by Hugh O Reill
Date: 2025.07.08 15:27:24 -04'00'

LOCATION SKETCH



SITE DIRECTIONS

From I-4 & I-75 (Tampa):

1. Head south on I-75 S (go 32.3 mi)
2. Take exit 228 for I-275 N toward St Petersburg (go 0.9 mi)
3. Continue onto I-275 N (go 0.8 mi)
4. Take exit 2 for US-41 S (go 0.3 mi)
5. Turn left onto US-41 S/S Tamiami Trail (go 3.6 mi)
6. Use the left 2 lanes to turn slightly left to stay on US-41 S/S Tamiami Trail (go 3.3 mi)
7. Turn right onto Manatee Ave W (go 1.6 mi)
8. Turn left onto 27th St W (go 351 ft)
9. Turn right onto 6th Ave W (go 0.1 mi)
10. Destination will be on the left

CONTACT INFORMATION

APPLICANT:
VERIZON WIRELESS
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

ARCHITECT/ ENGINEER:
CBVR/ HUGH O. REILLY, PE
6505 N HIMES AVE
TAMPA, FL 33614

TOWER OWNER:
CITY OF BRADENTON
101 OLD MAIN ST. W
BRADENTON, FL 34205

SITE INFORMATION

PARCEL ID #: 3545500005
JURISDICTION: CITY OF BRADENTON WITHIN MANATEE COUNTY
LATITUDE: 27° 29' 40.20" NORTH (NAD 83) - 27.494500° N
LONGITUDE: 82° 35' 24.12" WEST (NAD 83) - 82.590030° W

APPROVALS

PROPERTY OWNER: _____
RF ENGINEER: _____
CONSTRUCTION: _____
SITE ACQUISITION: _____
ZONING: _____
NETWORK: _____
OPERATIONS: _____

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF MODIFYING COMMUNICATIONS INSTALLATION ON AN EXISTING TOWER:

EQUIPMENT SHELTER:
- REMOVE 2V BATTERIES
- REMOVE CDMA CABINET
- REMOVE 6201 CABINET
- REMOVE (3) 4449 RRUS
- RETAIN -48V GE INFINITY POWER PLANT
- RETAIN 200A INDOOR PANEL
- RETAIN (1) 19" RACK
- RETAIN LP GENERATOR
- RETAIN 500 GALLON LP TANK
- RETAIN (1) OVP-6 IN RACK
- INSTALL 2V -48V BATTERIES
- INSTALL (2) OVP-12'S IN RACK
- INSTALL (1) 19" RACK
- INSTALL (1) IXRE IN RACK
- INSTALL SITEBOSS IN RACK
- INSTALL GPS FOR BBUS IN RACK
- INSTALL (1) 6648 AND (1) 6651 BBUS IN RACK (AS NECESSARY)
- INSTALL UPCONVERTER IN RACK

TOWER RAD:
- REMOVE (2) OVP-2'S
- REMOVE (2) 2/4 HYBRID CABLES
- REMOVE (3) 8843 RRUS
- REMOVE (6) 1-5/8" COAX CABLES
- REMOVE (3) ATSBT-TOP-MF BIAS-TS
- REMOVE (3) X7CAP-865-22 ANTENNAS
- REMOVE (6) X7CQAP-FRO-860-VR0 ANTENNAS
- RETAIN (1) 6/12 HYBRID CABLE
- RETAIN (12) 1-5/8" COAX CABLES
- (CONTRACTOR TO FIELD VERIFY EXISTING CABLE(S) LENGTH(S) REACHES NEW ANTENNA LOCATION, OTHERWISE REPLACE CABLE(S)
- RELOCATE (1) OVP-6
- INSTALL NEW TOWER EQUIPMENT IN NEW CORRAL MOUNT AT 138'
- INSTALL (4) AIR6419 ANTENNAS
- INSTALL (4) MX08FRO860-02 ANTENNAS
- INSTALL (2) MX12FRO845-01 ANTENNAS
- INSTALL (4) 4490 RRUS
- INSTALL (4) 4890 RRUS
- INSTALL (2) OVP-12'S
- INSTALL (2) 6/12 HYBRID CABLES

APPLICABLE CODES

- FLORIDA BUILDING CODE 2023 (8th EDITION)
  WIND DESIGN CRITERIA
  - A. ANSI/TIA-222-G
    ULTIMATE WIND SPEED = 157 MPH
    RISK CATEGORY = III
    EXPOSURE = C
  - B. ANSI/ TIA-222-G
    STRUCTURE CLASS = II
    TOPOGRAPHIC CATEGORY = 1
- FLORIDA FIRE PREVENTION CODE - 2023 (8TH EDITION)
- NATIONAL ELECTRIC CODE (NEC 2020)
- CITY AND OR COUNTY ORDINANCES

LIST OF DRAWINGS

	SITE GENERAL ARRANGEMENT PLANS
T-1	TITLE SHEET
	ARCHITECTURAL/ CIVIL PLANS
C-1	SITE PLAN
C-2	EQUIPMENT AREA PLAN
C-3	TOWER ELEVATION & ANTENNA MOUNT DETAILS
C-4	EQUIPMENT DETAILS AND PROPOSED ANTENNA & CABLE SCHEDULE
C-5	ANTENNA MOUNTING DETAILS
	ELECTRICAL PLANS
E-1	GROUNDING DETAILS

CONTRACTOR PMI REQUIREMENT

PMI LOCATION: ***
SMART TOOL PROJECT #: N/A
MDG NUMBER: 5000093961
ANALYSIS DATE:

*** PMI AND REQUIREMENTS ARE EMBEDDED IN N/A

MOUNT MODIFICATIONS REQUIRED: NO

UTILITY SERVICE CO., INC.

USCI REVIEWED - RECOMMENDED FOR APPROVAL
Jul 15, 2025

These drawings and related documents were reviewed for conformance with the minimum guidelines established by Utility Service Co., Inc. for installation of communication equipment on water storage tanks and related infrastructure managed by Utility Service Co., Inc. only. The submitting entity and Engineer of Record for the project are responsible for ensuring all related work and activities are in compliance with applicable design standards and industry codes.

811 Know what's below. Call before you dig.

PREPARED BY

CBVR
TELECOM DESIGN GROUP
6505 N HIMES AVE
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(813) 353-0026
FL CA # 31014

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PROFESSIONAL SEAL

HUGH O. REILLY LICENSE No. 72410 STATE OF FLORIDA PROFESSIONAL ENGINEER
07/08/2025

PREPARED FOR

verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES

0	FOR PERMIT / CONSTRUCTION	04.02.25
1	1 PER REVIEWER'S COMMENTS	07.08.25

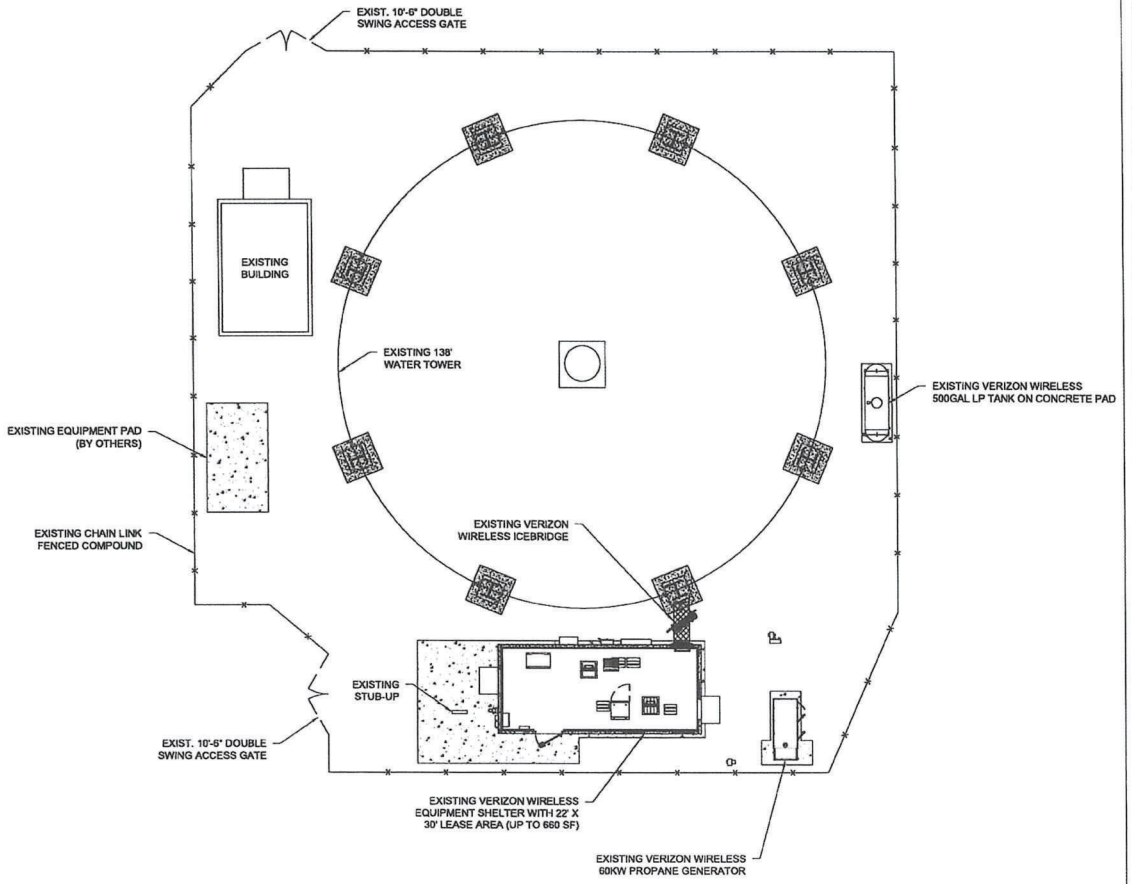
SHEET NAME: TITLE SHEET

SHEET NUMBER: T-1

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

INSTALLATION NOTES:

1. COAX/HYBRID CABLES SHALL NOT BE ATTACHED TO ANY LADDER STRUCTURES, IN ACCORDANCE WITH OSHA STANDARDS.
   [A] LADDERS NEED TO STAY ACCESSIBLE
   [B] ATTACH COAX/HYBRID CABLES TO GUIDE BRACKETS
2. MANHOLES AND OTHER ACCESS PORTS SHALL NOT BE OBSTRUCTED IN ANY WAY BY CABLE ROUTING OR ATTACHMENTS, IN ACCORDANCE WITH OSHA STANDARDS.
   [A] MANWAYS SHALL STAY ACCESSIBLE
   [B] VENTS NEED TO STAY CLEAR AND ACCESSIBLE
3. BALCONIES AND PLATFORMS SHALL NOT BE OBSTRUCTED IN ANY WAY BY CABLE ROUTING OR ATTACHMENTS, IN ACCORDANCE WITH OSHA STANDARDS.
   [A] KEEP COAX/CABLE ON GUIDE BRACKETS
   [B] USE OF TAPE OR ZIP TIES TO SECURE CABLES IS NOT ACCEPTABLE
   [C] UTILIZE SNAP HANGERS
4. PROVIDE PROPER SIGNAGE AT THE SITE PER ALL REGULATORY REQUIREMENTS. SIGNS ARE NOT ALLOWED TO BE ATTACHED TO THE TANK.
5. ALL INSTALLED EQUIPMENT SHALL BE HOUSED IN SUITABLE EIA APPROVED ENCLOSURES OR EQUIPMENT RACKS. ALL ENCLOSURE DOORS AND COVERS SHALL BE PROVIDED WITH LOCKS.
6. ANY CORRECTIVE STRUCTURE REPAIRS OR MODIFICATIONS MUST BE MADE AS DESIGNED BY A PROFESSIONAL STRUCTURAL ENGINEER COMPETENT WITH ANSI/ TIA-222-G, ASCE/SEI 7 AND AWWA D100 STANDARDS.
7. BOLTED COMPONENTS SHALL BE SEAL WELDED TO PREVENT FUTURE CORROSION AND RUST STREAKING.
8. DAMAGED INTERIOR PAINT SURFACES SHALL BE REPAIRED IN A MANNER THAT IS COMPATIBLE WITH THE EXISTING PAINT SYSTEM. EXTERIOR PAINT DAMAGE SHALL BE REPAIRED AFTER COMPLETION OF THE ANTENNA INSTALLATION AND SHOULD BE COMPATIBLE WITH THE EXISTING PAINT SYSTEM. AWWA D102 SHOULD BE CONSULTED FOR PROPER PAINT PROCEDURE. ALL PAINTING AND SURFACE PREPARATION SHALL BE IN COMPLIANCE WITH SSPC AND NACE REGULATIONS.
9. ALL TRANSMISSION LINES SHALL BE ATTACHED TO TOWER COAX SUPPORTS USING SNAP-IN HANGERS. CABLE TIES ARE NOT PERMITTED.
10. HERE PRACTICAL, CABLE RUNS SHALL BE BURIED BETWEEN THE TOWER AND ELECTRICAL EQUIPMENT HOUSING.
11. ALL TRANSMISSION LINES SHALL BE TAGGED AT THE TOP AND BOTTOM OF EACH RUN NEAR THE CONNECTOR WITH AN IDENTIFICATION TAG CONTAINING THE LICENSEE'S NAME, WITH SECTOR LOCATION FCC OR IRAC CALL SIGN AND THE FREQUENCY ASSIGNED. BRASS TAGS WITH COPPER WIRE ARE PREFERRED. PLASTIC TAGS WITH VINYL LABELS OR INDELIBLE INK MARKINGS ARE ACCEPTABLE. LICENSEE'S NAME, SITE NAME, SITE I.D., SITE ADDRESS, CONTACT FOR THE LICENSEE, PHONE NUMBER AND THE OUTPUT POWER MUST BE POSTED AT THE SITE.
12. IF NEW ANTENNAS ARE INSTALLED ON THE TOP OF THE TANK, FAA OBSTRUCTION LIGHTING MAY NEED TO BE INSTALLED OR RAISED TO MEET FAA GUIDELINES. LOCAL FAA HEIGHT RESTRICTIONS SHOULD BE ADHERED TO STRICTLY.



COMPOUND PLAN
GRAPHIC SCALE
0' 7.5' 15'
(SCALE IN FEET)
11x17 SCALE: 1"=15'

NOTES:
- ALL DRAWINGS HAVE BEEN PREPARED WITHOUT THE AID OF A SURVEY OR A TITLE
- ALL DIMENSIONS, PROPERTY LINES, AND RIGHT OF WAYS ARE APPROXIMATE BASED UPON AVAILABLE ONLINE RESOURCES
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
- ALL NEW WORK TO BE PERFORMED PER LATEST VERIZON WIRELESS STANDARDS & SPECIFICATIONS

PREPARED BY

CBVR
TELECOM DESIGN GROUP
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PROFESSIONAL SEAL

HUGH O. REALY
LICENSE
No. 72410
STATE OF FLORIDA
PROFESSIONAL ENGINEER
07/08/2025

PREPARED FOR

verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES

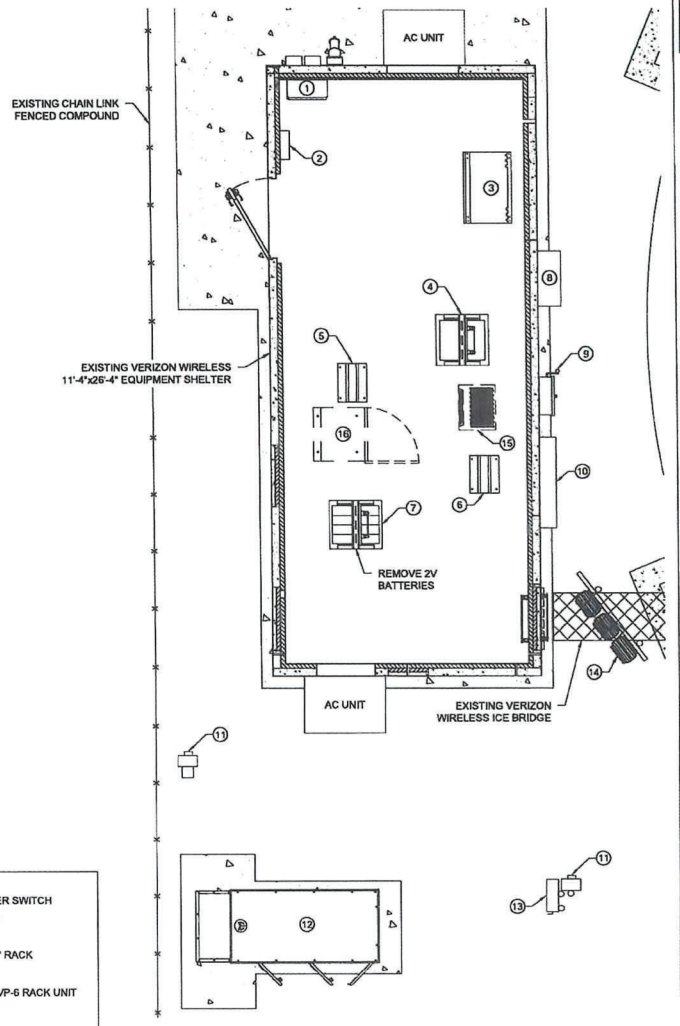
0	FOR PERMIT / CONSTRUCTION	04.02.25
1	1 PER REVIEWER'S COMMENTS	07.08.25

SHEET NAME
SITE PLAN

SHEET NUMBER
C-1

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9



LEGEND
1. MANUAL TRANSFER SWITCH
2. AC PANEL BOARD
3. BATTERY BANK
4. POWER PLANT 26" RACK
5. TELCO RACK
6. 19" RACK W/ (1) OVP-6 RACK UNIT
7. BATTERY RACK
8. ATS
9. DISCONNECT
10. GENERATOR DISTRIBUTION PANEL
11. METER
12. 60KW LP TANK ON CONCRETE PAD
13. COMMERCIAL POWER DISCONNECT
14. (3) RRU4449'S (TO BE REMOVED)
15. 6201 CABINET (TO BE REMOVED)
16. CDMA CABINET (TO BE REMOVED)

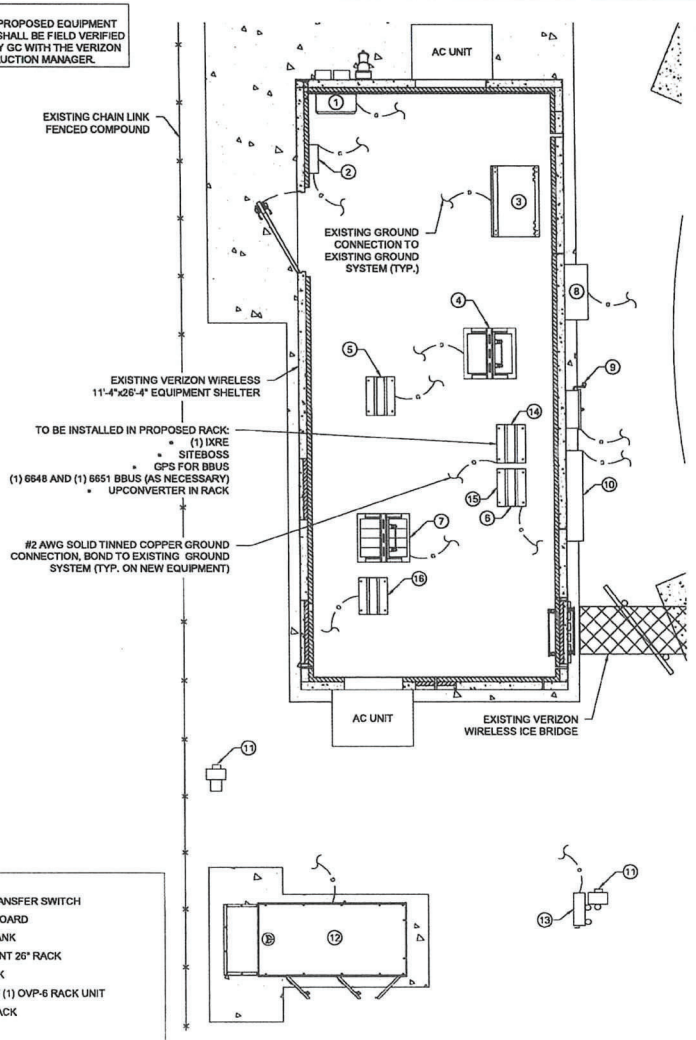
EXISTING EQUIPMENT PAD

GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

NOTE:
ALL EXISTING AND PROPOSED EQUIPMENT CONFIGURATIONS SHALL BE FIELD VERIFIED AND CONFIRMED BY GC WITH THE VERIZON WIRELESS CONSTRUCTION MANAGER.



LEGEND
1. MANUAL TRANSFER SWITCH
2. AC PANEL BOARD
3. BATTERY BANK
4. POWER PLANT 26" RACK
5. TELCO RACK
6. 19" RACK W/ (1) OVP-6 RACK UNIT
7. BATTERY RACK
8. ATS
9. DISCONNECT
10. GENERATOR DISTRIBUTION PANEL
11. METER
12. 60KW LP TANK ON CONCRETE PAD
13. COMMERCIAL POWER DISCONNECT
14. PROPOSED 19" RACK W/ LS6 EQUIPMENT
15. PROPOSED (2) OVP-12 RACK UNITS IN EXISTING 19" RACK
16. PROPOSED 2V -48V BATTERIES

PROPOSED EQUIPMENT PAD

GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

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PROFESSIONAL SEAL



07/08/2025

PREPARED FOR
verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

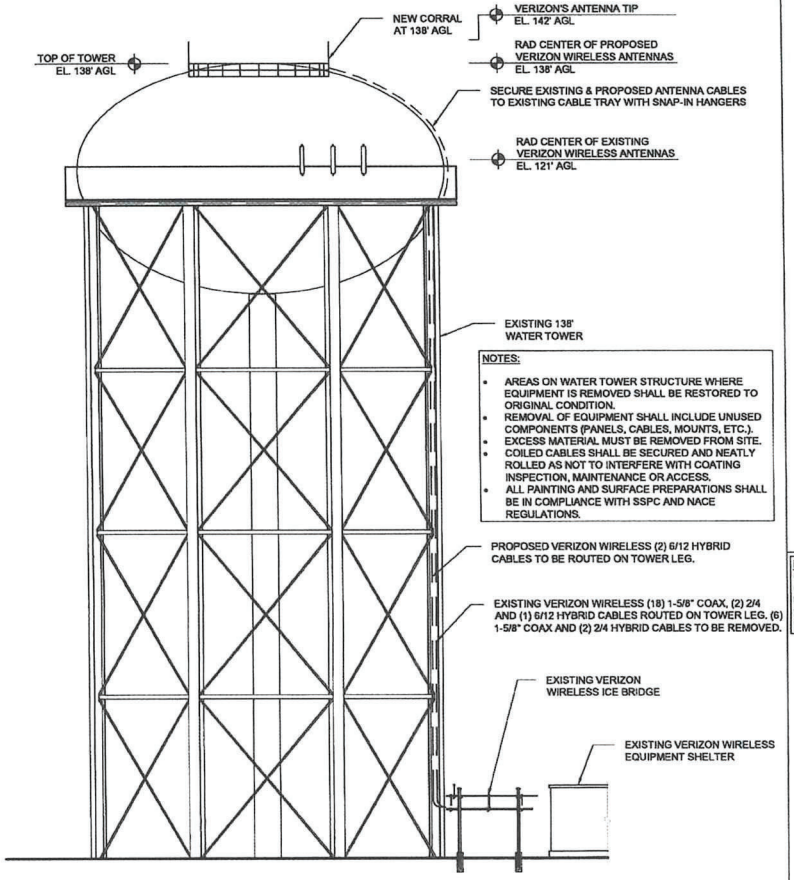
PROJECT INFORMATION
5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES		
0	FOR PERMIT / CONSTRUCTION	04.02.25
1	1 PER REVIEWER'S COMMENTS	07.08.25

SHEET NAME
EQUIPMENT AREA PLAN

SHEET NUMBER
C-2

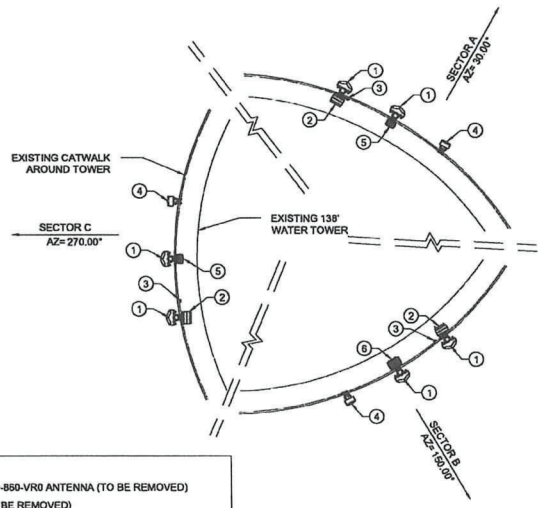


NOTES:

- AREAS ON WATER TOWER STRUCTURE WHERE EQUIPMENT IS REMOVED SHALL BE RESTORED TO ORIGINAL CONDITION.
- REMOVAL OF EQUIPMENT SHALL INCLUDE UNUSED COMPONENTS (PANELS, CABLES, MOUNTS, ETC.).
- EXCESS MATERIAL MUST BE REMOVED FROM SITE.
- COILED CABLES SHALL BE SECURED AND NEATLY ROLLED AS NOT TO INTERFERE WITH COATING INSPECTION, MAINTENANCE OR ACCESS.
- ALL PAINTING AND SURFACE PREPARATIONS SHALL BE IN COMPLIANCE WITH SSPC AND NACE REGULATIONS.

TOWER ELEVATION

NOT TO SCALE



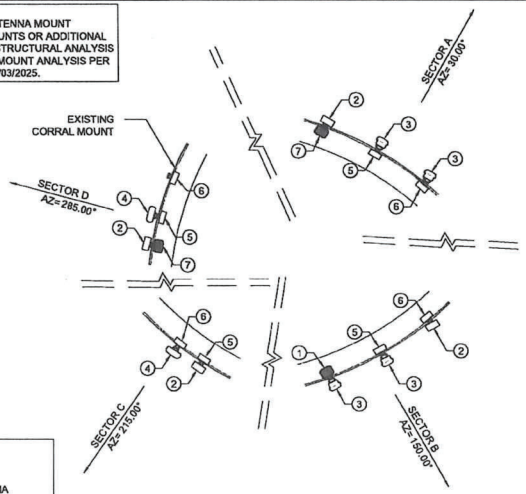
LEGEND

1. X7CQAP-FRO-860-VR0 ANTENNA (TO BE REMOVED)
2. RRU8843 (TO BE REMOVED)
3. ATSBT-TOP-MF-4G TOP SMART BIAS TEE (TO BE REMOVED)
4. X7CAP-865-22 ANTENNA (TO BE REMOVED)
5. OVP-2 (TO BE REMOVED)
6. OVP-6 (TO BE RELOCATED TO NEW RAD CENTER)

EXISTING ANTENNA MOUNT DETAIL

NOT TO SCALE

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER/STRUCTURAL ANALYSIS RECOMMENDATIONS. REFERENCE MOUNT ANALYSIS PER KCI TECHNOLOGIES, INC. DATED 03/03/2025.



LEGEND

1. RELOCATED OVP-6
2. PROPOSED AIR6419 ANTENNA
3. PROPOSED MX06FRO860-02 ANTENNA
4. PROPOSED MX12FRO845-01 ANTENNA
5. PROPOSED RRU4490
6. PROPOSED RRU4890
7. PROPOSED OVP-12

PROPOSED ANTENNA MOUNT DETAIL

NOT TO SCALE

NOTES:

1. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED EQUIPMENT.
2. ALL EQUIPMENT AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (8TH EDITION, 2023) AND ANSI/ TIA-222-G STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; ULTIMATE WIND SPEED 157 MPH, 3 SECOND GUST.
3. AZIMUTH INFO TAKEN FROM VERIZON WIRELESS RF SITE DESIGN DATA. TOWER AND ANTENNAS HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.
4. REFERENCE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, INC., DATED 03/11/2025.

PREPARED BY

CBVR
TELECOM DESIGN GROUP
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FL CA # 31014

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PROFESSIONAL SEAL



07/08/2025

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES

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SHEET NAME

TOWER ELEVATION & ANTENNA MOUNT DETAILS

SHEET NUMBER

C-3

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

AIR 6419 B77D/ C-Band

- Advanced Antenna System (AAS)
- 64TX/64RX with 192 AE, (3x1)x(4x8) x-pol
- Up to 320W , PSD 4W/MHz
- EIRP up to 79 dBm
- Up to 200 MHz IBW
- Max total carrier BW: 200MHz for NR
- Support number of layers: DL/UL 16/8

AIR 6419 B77D/ C-Band	Height	Width	Depth	Weight
w/o protruding items	28.5 in (717 mm)	16.1 in (408 mm)	8.0 in (202 mm)	71 lbs (32 Kgs)
w protruding items	31.3 in (793 mm)	16.1 in (408 mm)	9.8 in (248 mm)	

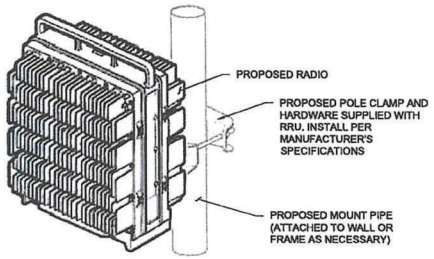
- -48 VDC (3-wire or 2-wire), Fuse Minimum 40 A, maximum 50 A
- Power consumption: TBD
- - 40 to +55°C

Pending Commercial Agreements



max measurements/ will not exceed

AIR 6419 ANTENNA SPECIFICATIONS



RADIO PIPE MOUNT DETAIL

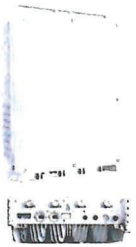
Radio 4490HP 44B5 44B13 C

- 4 common RF ports (C)
- B5: 4x60W, B13: 4x60W
- 480W total RF output power
- L NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

Radio 4490HP 44B5 44B13 C	Height	Width	Depth	Weight
w/o protruding items	17.5 in (444 mm)	15.2 in (384 mm)	5.8 in (122 mm)	~69.4 lbs (~31 kg)
w protruding items	20.6 in (522 mm)	15.7 in (397 mm)	7.0 in (178 mm)	

- -48 VDC 2-wire (one DC connector input)
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-18 RF - connectors
- 2 external alarm
- Convectional cooling
  - Optional fan for increased site flexibility
- IP 65, -40 to +55°C

Pending Commercial Agreements



Now confirmed
max measurements/ will not exceed

RRU4490 DETAIL

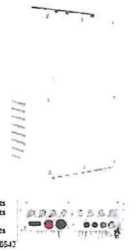
Radio 4890HP 48B2 48B66 S

- 8 RF ports, 4TBR per band (S for TX)
- B2: 4x60W
- B66: 4x60W
- Up to 480W in total RF power
- L NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

Radio 4890HP 48B2 48B66 S	Height	Width	Depth	Weight
w/o protruding items	17.5 in (444 mm)	15.2 in (384 mm)	7.3 in (178 mm)	~69.5 lbs (~31.5 Kgs)
w protruding items	20.6 in (522 mm)	15.7 in (397 mm)	7.2 in (182 mm)	

- -48 VDC 2-wire (single DC-connector),
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-18 RF - connectors
- 2 external alarm
- Convectional cooling
  - Optional fan for increased site flexibility
- IP 65, -40 to +55°C

Pending Commercial Agreements



Now confirmed
max measurements/ will not exceed

RRU4890 DETAIL

PROPOSED ANTENNA & CABLE SCHEDULE

SECTOR	POS.	USE	MANUFACTURER (MODEL #)	RAD CENTER	CABLE SIZE	AZIMUTH (TN)	CABLE LENGTH	MECH D-TILT	ELEC. D-TILT	EQUIPMENT (MODEL #)	OVP-BOX (TOWER)
ALPHA	1	700 LTE 850 LTE 850 5G 1900 LTE AWS LTE nL-Sub6	ERICSSON (AIR6419)	138.0'	(12) 1-5/8" COAX CABLES (1) 6/12 HYBRID CABLE (2) 6/12 HYBRID CABLES	30°	233.0'	*	*	(4) ERICSSON RRUS (RRU4490) (4) ERICSSON RRUS (RRU4890)	(1) RAYCAP OVP (OVP-6) (2) RAYCAP OVP'S (OVP-12)
	2		JMA (MX06FRO860-02)					*	*		
	3		JMA (MX06FRO860-02)					*	*		
BETA	1		ERICSSON (AIR6419)			150°		*	*		
	2		JMA (MX06FRO860-02)					*	*		
	3		JMA (MX06FRO860-02)					*	*		
GAMMA	1		ERICSSON (AIR6419)			215°	223.0'	*	*		
	2		JMA (MX12FRO845-01)					*	*		
DELTA	1		ERICSSON (AIR6419)			285°		*	*		
	2		JMA (MX12FRO845-01)					*	*		

PROPOSED EQUIPMENT IN BOLD
(*) REFER TO RFDS

NOTES:

1. VERIZON WIRELESS CURRENTLY HAS (18) 1-5/8" COAX, (2) 2/4 AND (1) 6/12 HYBRID CABLES INSTALLED. (6) 1-5/8" COAX AND (2) 2/4 HYBRID CABLES TO BE REMOVED.
2. LENGTH FOR PROPOSED HYBRID FIBER CABLE IS FROM VERIZON WIRELESS OVP AT EQUIPMENT TO VERIZON WIRELESS RAD CENTER.
3. REQUEST CURRENT RFDS BEFORE INSTALLATION.
4. ALL VERIZON WIRELESS ANTENNA AND CABLE DATA BASED ON ASSUMED ANTENNA HEIGHT. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA HEIGHT PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ORDERING OF ANY ANTENNA OR CABLE MOUNTING HARDWARE.
5. CONTRACTOR TO FIELD VERIFY EXISTING CABLE(S) LENGTH(S) REACHES NEW ANTENNA LOCATION, OTHERWISE REPLACE CABLE(S).

PREPARED BY

CBVR
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PROFESSIONAL SEAL



07/08/2025

PREPARED FOR

verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES

0	FOR PERMIT / CONSTRUCTION	04.02.25
1	1 PER REVIEWER'S COMMENTS	07.08.25

SHEET NAME
EQUIPMENT DETAILS AND PROPOSED ANTENNA & CABLE SCHEDULE

SHEET NUMBER
C-4

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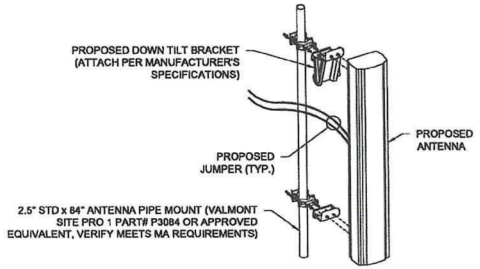
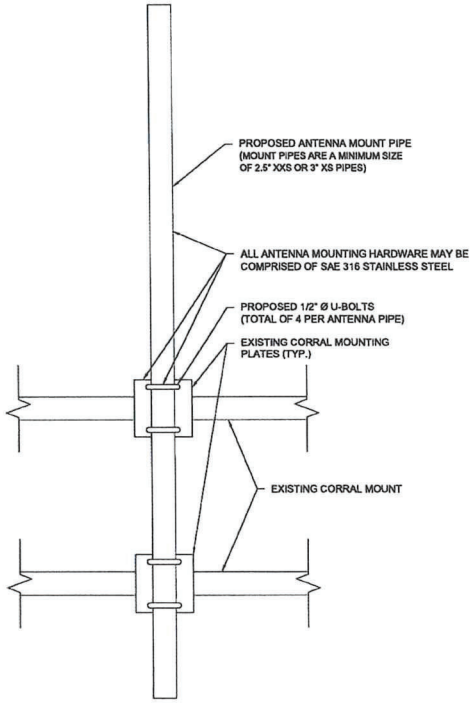


ANTENNA MOUNTING DETAIL
NOT TO SCALE



CORRAL MOUNTING DETAIL
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PROFESSIONAL SEAL

HUGH O. REILLY
LICENSE
No. 72410
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

07/08/2025

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES

0	FOR PERMIT / CONSTRUCTION	04.02.25
1	1 PER REVIEWER'S COMMENTS	07.08.25

SHEET NAME

ANTENNA MOUNTING DETAILS

SHEET NUMBER

C-5

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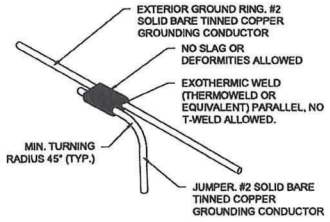
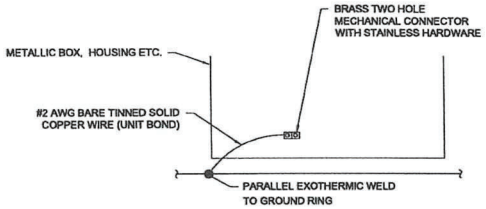


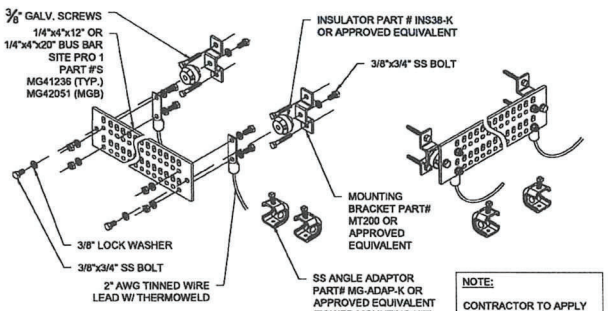
EXOTHERMIC WELD DETAIL

SCALE : N.T.S.



TYP. METALLIC GROUNDING DETAIL

SCALE : N.T.S.



NOTE:

CONTRACTOR TO APPLY COPPERSHIELD OR NO-OX

TYPICAL GROUND BAR DETAIL

SCALE : N.T.S.

ELECTRICAL NOTES:

ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (N.E.C.), AND APPLICABLE LOCAL CODES.

GROUNDING SHALL COMPLY WITH ARTICLE 250 OF NATIONAL ELECTRICAL CODE.

ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.

ALL WIRES SHALL BE AWG MIN #12 THHN COPPER UNLESS NOTED.

CONDUCTORS SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT UNLESS NOTED OTHERWISE.

ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.

ENGAGE AN INDEPENDENT TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE DOES NOT EXCEED 5 OHMS TO GROUND. TEST GROUND RING RESISTANCE PRIOR TO MAKING FINAL GROUND CONNECTIONS TO INFRASTRUCTURE AND EQUIPMENT. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY VERIZON WIRELESSS REPRESENTATIVE.

PROVIDE PULL BOXES AND JUNCTION BOXES WHERE REQUIRED SO THAT CONDUIT BENDS DO NOT EXCEED 360°.

OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO VERIZON WIRELESS REPRESENTATIVE.

SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.

REDLINED AS-BUILTS ARE TO BE DELIVERED TO VERIZON WIRELESS REPRESENTATIVE.

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY VERIZON WIRELESS REPRESENTATIVE.

CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.

PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.

REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY.

UPON COMPLETION OF WORK, THE SITE SHALL BE CLEAN AND FREE OF DUST AND FINGERPRINTS.

GROUNDING NOTES:

ALL DOWN GROUND WIRE AND GROUND SYSTEM WIRE SHALL BE #2 AWG, SOLID, BARE, TINNED COPPER. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE EXOTHERMICALLY WELDED.

WHERE MECHANICAL GROUNDING CONNECTIONS ARE SPECIFIED, BOLTED, COMPRESSION-TYPE CLAMPS OR SPLIT-BOLT TYPE CONNECTORS SHALL BE USED.

GRIND OFF GALVANIZING IN AFFECTED AREA. EXOTHERMICALLY WELD #2 CONDUCTOR. COLD-GALV AFTER. EXOTHERMICALLY WELD OTHER END TO GROUND.

FOLLOWING COMPLETION OF WORK, CONDUCT GROUND TEST. SUBMIT WRITTEN TEST TO CONSTRUCTION MANAGER AND PROJECT MANAGER.

ALL GROUNDING WORK SHALL COMPLY WITH VERIZON WIRELESS STANDARDS.

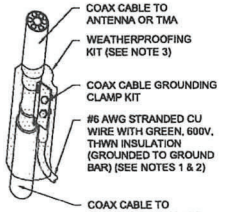
UNLESS NOTED OTHERWISE, ALL GROUNDING SHALL BE IN ACCORDANCE WITH VERIZON WIRELESS'S REQUIREMENTS FOR "BONDING, GROUNDING AND TRANSIENT PROTECTION FOR CELL SITES", AND "SITE RESISTANCE TO EARTH TESTING". ALL GROUNDING SHALL ALSO COMPLY WITH ALL STATE AND LOCAL CODES, AND THE NATIONAL ELECTRICAL CODE (NEC).

UNLESS NOTED OTHERWISE, ALL GROUNDING CONNECTIONS SHALL BE MADE BY AN EXOTHERMIC WELD.

RESISTANCE TO EARTH TESTING IS REQUIRED PER NEC STANDARDS ON ALL NEW SITES.

NEW INSTALLED ANTENNA PIPE MOUNTS SHALL BE EXOTHERMICAL GROUNDED W/ #2 AWG SOLID TINNED COPPER TO EXISTING GROUND SYSTEM (EACH SECTOR).

ALL NEW COAX OR HYBRID CABLES SHALL BE GROUNDED W/ SUPPLIED GROUND KIT TO SECTOR GROUND SYSTEM.

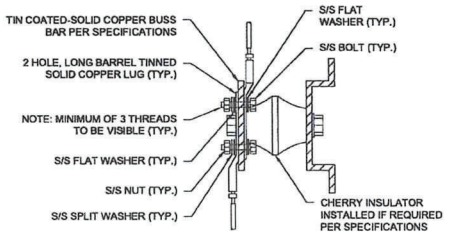


COAX CABLE GROUND

SCALE : N.T.S.

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHERPROOFING SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
4. BUTYL TAPE WEATHERPROOFING MUST FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS WITH THE FOLLOWING MODIFICATION: ON THE FIRST TAPE PASS PROVIDE A COURTESY WRAP TO AVOID PERMANENTLY ADHERING TO THE COAX CONNECTOR. START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE A HALF TURN OR SO THAT THE STICKY SIDE IS UP. CONTINUE WRAPPING THE TAPE OVER THE CONNECTOR UNTIL 3 INCHES BEYOND THE CONNECTOR AND REVERSE THE TAPE A HALF TURN AGAIN OR SO THAT THE STICKY SIDE IS DOWN FOR ANOTHER 2 INCHES.
5. WHEN APPLIED, THE TAPE MUST BE ABOVE 32°F (0°C) TO ENSURE ADHESION
6. DO NOT STRETCH THE TAPE AND DO NOT PULL THE TAPE TO TEAR IT - ALWAYS CUT IT. PULLED TAPE EVENTUALLY UNRAVELS, DECREASING POSITION.
7. TIGHTLY WRAP THE RUBBER TAPE WITH 2 LAYERS OF VINYL INSULATING TAPE.
8.



NOTES:

1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT WASHERS.
2. COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.
3. APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

GROUNDING BAR LUG DETAILS

SCALE : N.T.S.

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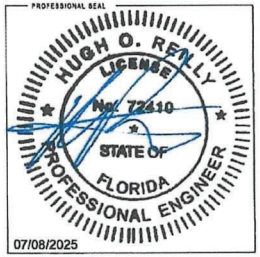


07/08/2025

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000093961
BRADENTON DT
2906 6TH AVENUE WEST
BRADENTON, FL 34205

CBVR PROJECT #: VZW.275.24

ISSUED DATES

0	FOR PERMIT / CONSTRUCTION	04.02.25
1	1 PER REVIEWER'S COMMENTS	07.08.25

SHEET NAME

GROUNDING DETAILS

SHEET NUMBER

E-1

Docusign Envelope ID: A900E486-41C6-4433-8CAF-239398F601C9

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 28, 2025, City Council Budget Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the August 28, 2025, City Council budget workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 28, 2025, City Council budget workshop.

ATTACHMENTS:
8-28-2025 City Council Budget Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL BUDGET WORKSHOP MINUTES
August 28, 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 9:00 a.m. on Wednesday, August 28, 2025.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; Vice Mayor 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 8:31 a.m.

Citizen Comment: None

FY 2025-26 BUDGET PRESENTATION

Lance Williams, Chief Operating Officer, presented the budget proposal for Fiscal Year (FY) 2025-26 which included:

- Consumer Price Index changes
- Millage Rate Breakdown for FY 2024-25
- Ad Valorem Revenue Compared to Public Safety Expenditures
- Ad Valorem Revenue Compared to General Fund Expenditures
- Ad Valorem History and Trend
- General Fund Balance at a Glance
    - Dedicated Future Needs
- Total FY 2025-2026 Budget
    - Revenue Factors
    - Expense Factors
- General Fund Breakdown by Department
- Budget Breakdown by Department
- General Fund Revenues
    - Notable Changes
- General Fund Expenses
    - Salaries and Benefit Changes from FY 2024-25 to FY 2025-26
    - Operating Expenses
    - Capital
- All FY 2025-26 Projects
    - "Have to do" Projects
    - "Need to do" Projects

- "Should do" Projects

Mr. Williams thanked staff for their hard work and then announced that the first budget hearing was scheduled for September 11, 2025, at 5:01 pm.

The City Council Budget Workshop adjourned at 10:15 a.m.

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

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 24, 2025, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the September 24, 2025, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the September 24, 2025, City Council meeting.

ATTACHMENTS:
9-24-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

September 24, 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, September 24, 2025.

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

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

The pre-meeting invocation was led by Councilwoman Marianne Barnebey.

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

Mayor Gene Brown and Mayor for the Day, Barrett Mays with Stewart Elementary called the meeting to order at 8:33 a.m.

PROCLAMATIONS: None

PRESENTATIONS:

a) Police: Florida Contraband Forfeiture Grant Program Awards

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

He presented funding to the following programs:

- Hand Up to Victory, Inc.
- Boys & Girls Club of Manatee County, Inc.
- Bradenton Gladiators Football
- Bradenton Police Department Explorer Post 1004
- Florida Cultural Group, Inc.
- Manatee County Girls Club, Inc. dba Just for Girls
- New Manatee Broncos
- Pace Center for Girls
- Prodigal Daughters Journey Home

- Rogers Garden Bullock Elementary School
- Special Olympics Florida, Inc.
- United Community Centers, Inc./13th Avenue Dream Center

CITIZEN COMMENTS:

Keith Green, Bradenton resident, thanked the Mayor and Councilwoman Barnebey for attending the First Responders Mass on September 14, 2025.

Janene Amick, Bradenton Housing Authority Board Commissioner, announced that the board hired an Interim Executive Director, Dominique Dunn. Ms. Amick explained that the former Executive Director, Ellis Mitchell, retired recently and then spoke highly about Ms. Dunn's career and her credentials.

Terry Nattress, Bradenton resident, spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Annie Russini, 1001 11th Avenue West, also spoke in support of rezoning the Village of the Arts from T4-R to T4-O.

Kyle Morris, 1001 11th Avenue West, spoke about living and working in the Village of the Arts and also spoke in favor of rezoning the Village from T4-R to T4-O.

Katja Kempe, 3618 1st Avenue West, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Cecilia Hernandez, 3618 1st Avenue West, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Bryan Swetich, 2102 71st Street West, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Preston Whaley, 1122 12th Street West, spoke against the noise coming from Cottonmouth Southern Soul Food restaurant in the Village of the Arts and felt that the noise ordinance was not being enforced.

Paul Glock, 1001 17th Avenue West, also spoke against the noise coming from Cottonmouth Southern Soul Food restaurant.

deLafayette Reid, 524 40th Street West, Palmetto, spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Terrie Matz, 1805 76th Street NW, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Nicole Skaggs, 7216 16th Avenue Drive West, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Joni Powers, 5423 Fairfield Boulevard, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

David Shiplett, 1114 12th Street West, also spoke in favor of rezoning the Village of the Arts from T4-R to T4-O.

Mayor Brown suggested that Robin Singer, Planning and Community Development Director, bring the rezoning matter before Council at a future workshop.

The meeting was recessed at 10:07 a.m. and reconvened at 10:12 a.m.

CONSENT AGENDA:

a) City Administration: Resolution 25-91 - Adoption of the 2024 Manatee County Local Mitigation Strategy Plan
b) Clerk: Minutes from the August 27, 2025, City Council Meeting
c) Clerk: Minutes from the September 11, 2025, City Council Budget Hearing
d) Event Review Committee: Bishop Gala Road Closure
e) Finance: CS&L Annual Audit Engagement Letter
f) Public Works & Utilities: Amendment No. 1 to Grant Agreement LPA0469 with the Florida Department of Environmental Protection (FDEP) for the Sanitary Sewer Lift Station Emergency Generators
g) Public Works & Utilities: Change Order No. 1 for Eastside Drainage Improvements
h) Public Works & Utilities: Change Order No. 3 for Water Reclamation Facility (WRF) Clarifier 4
i) Public Works & Utilities: Construction Change Order No. 4 for NW Ward 5 Water Main Improvements
j) Public Works & Utilities: Water Reclamation Facility (WRF) Replacement Generator
k) Public Works & Utilities: Work Assignment for 14th Street East Milling and Paving
l) Public Works & Utilities: Work Assignment for 18th Avenue West Milling and Paving
m) Public Works & Utilities: Work Assignment for the Florida Department of Environmental Protection (FDEP) Adaptation Plan
n) Public Works & Utilities: Work Assignment for Manhole Lining at Lift Stations 07, 14, 20, 21, 29, and 33 Service Areas
o) Public Works & Utilities: Work Assignment for Pipelining at Lift Station 14F
p) Purchasing: First Contract Amendment to PB-22-028NT with Interacid North America, Inc.
q) Purchasing: First Contract Amendment to PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC.
r) Purchasing: First Contract Amendment to PB-24-034NT with Premier Magnesia, LLC.
s) Purchasing: Piggyback Agreement PB-25-042MK with Air Mechanical Service Corp.
t) Purchasing: Term Contract for Concrete Repair and Replacement Services with Gilliam Construction, LLC
u) Purchasing: Third Amendment to the Contract with Realize Bradenton, Inc. for Event Coordination and Engagement

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEMS M, N, AND O was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

Councilwoman Barnebey explained that she pulled items m, n, and o to highlight projects related to the Face It and Fix It initiative. She encouraged the public to visit the City website to view all current projects underway.

MOTION TO APPROVE CONSENT AGENDA ITEMS M, N, AND O was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS: None

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

a) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, reported emergency repairs to a water main, milling and repaving on Riverview Boulevard, a force main repair, and the use of a crane for the disc filter installation at the Wastewater Reclamation Facility (WRF).

b) City Administration: Ironwood Water Main Assessment

Mr. Perry explained that representatives from the Ironwood Homeowners Association approached the City about taking over their water distribution system. In order to do that, he continued, the system needed to be upgraded to the City's technical standards. He explained that a special assessment would need to be administered to cover the cost of the upgrades. He recommended for Council to approve a levy for either a 20-year assessment or a 15-year assessment.

Mayor Brown provided the long history of the project, and Scott Rudacille, City Attorney, spoke about similar projects and assessments in surrounding communities.

Following further discussion, Council requested that staff work with representatives from the Ironwood Homeowners Association to ensure that the majority of the residents were in favor of the special assessment.

c) Public Works & Utilities: Master Service Agreement with Samsara

Irvin Lee, Public Works and Utilities Director, explained that the software replacement was for data location services that provide GPS data for fleet vehicles. He added that the contract with the current vendor would expire on October 31, 2025. Mayor Brown inquired if the contract would include video services. Lance Williams, Chief Operating Officer, explained that the contract before them does not include video services. He concluded that an amendment to the contract to provide video services may come before them at a future meeting.

MOTION TO APPROVE THE MASTER SERVICE AGREEMENT WITH SAMSARA AS PRESENTED was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

UNFINISHED BUSINESS: None

COUNCIL REPORTS:

Councilwoman Barnebey announced that the Bradenton Women's Club was hosting the "Veterans Benefit Soiree" on October 4, 2025, at 6:00 p.m. She said the goal was to send 10 female veterans on the General Federation of Women's Clubs (GFWC) Florida Flight of Honor. She was excited for the Riverview Boulevard project to begin and congratulated Dennis Williams on his retirement after serving 43 years with the Fire Department.

Councilman Schuessler expressed his excitement for the return of the Bradenton Public Market on October 4, 2025. He emphasized that the market serves as a fantastic opportunity to support local businesses and discover new ones. He also mentioned that the overgrown areas discussed in a previous meeting had been addressed and reminded residents that they could report issues to Public Works via the City's website or through the Bradenton PublicStuff app.

Vice Mayor Gonzalez Moore announced that Friday was the one-year anniversary of Hurricane Helene hitting the area. She announced that the Tampa Bay Regional Planning Council began their Tampa Bay Coastal Master Plan (TBCMP), which would enhance resilience across the Tampa Bay region by addressing flooding impacts. She concluded that there was a Flood Risk Survey on TBCMP's website to help identify flood-prone areas.

Councilwoman Coachman was thrilled to see all of the Bradenton Police Department Florida Contraband Forfeiture Grant Program awards earlier in the meeting. She also was pleased to announce that sidewalks were going in around Manatee Elementary, where they did not exist, and that there were infrastructure upgrades happening all over the City.

Councilwoman Kocher praised Councilwoman Barnebey for her invocation and then acknowledged the difficult week in America due to recent political violence and the assassination of Charlie Kirk. She urged everyone to have kindness and respect for their free speech. She concluded by thanking the horseback riding companies for working with the City and said residents close to the Palma Sola Causeway mentioned improvements with recent noise concerns.

Mayor Brown spoke about the ongoing projects in the City and urged citizens to speak with staff regarding the projects before spreading misinformation.

DEPARTMENT HEAD REPORTS:

Tim Geer, Fire Chief, announced there would be a retirement party for Dennis Williams on September 25, 2025, from 1:00 p.m. to 3:00 p.m. at Fire Station 1. He encouraged everyone to stop by and wish him well.

The meeting was adjourned by Mayor Gene Brown at 11:59 a.m.

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

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 8, 2025, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the October 8, 2025, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the October 8, 2025, City Council meeting.

ATTACHMENTS:
10-08-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

October 8, 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, October 8, 2025.

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

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

The pre-meeting invocation was led by Lead Pastor Matt Ennis with Westside Christian Church.

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

Mayor Gene Brown called the meeting to order at 8:32 a.m.

Mayor Brown invited Kurt Landefeld, the Vice Chair of the Bradenton Housing Authority Board, to the podium to introduce the new Interim Executive Director, Dominique Dunn. He explained that the board had received 35 applications and narrowed the candidates down to five finalists. He noted that the board unanimously selected Ms. Dunn for the position. Ms. Dunn expressed her excitement about starting her work with the City of Bradenton.

PROCLAMATIONS:

a) Legislative: First Responders Appreciation Day

Josh Cramer, Police Chief and Tim Geer, Fire Chief, accepted the proclamation and spoke about the brave men and women that serve the community every day.

b) Legislative: Register Your Emergency Contact Information Week

Christine Olson spoke about the To Inform Families First (TIFF) initiative. She shared her personal experience of losing her daughter in a motorcycle accident and emphasized the importance of families registering their contact information to receive timely notifications about accidents. She was also pleased to say that TIFF laws had worked in 19 states, and Congressman Buchanan planned to introduce a bill to make the program federal.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Preston Whaley, 1122 12th Street West, expressed concerns regarding the noise generated by Cottonmouth Southern Soul Food restaurant, located in the Village of the Arts. He noted that this restaurant operates within a residential zone.

Kimla Murrell, 521 12th Avenue West, thanked staff for cleaning up 12th Avenue West and requested that their attention now turn to addressing the potholes.

CONSENT AGENDA:

a) City Administration: 2026 City of Bradenton Official Calendar
b) Clerk: Minutes from the August 13, 2025, City Council Meeting
c) Clerk: Minutes from the September 24, 2025, City Council Budget Hearing
d) Clerk: Minutes from the September 10, 2025, City Council Meeting
e) Finance: Budget Adjustment BA25-12
f) Finance: CS&L Annual Audit Engagement Letter Addendum
g) Finance: Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Amendment 2 to Loan Agreement WW41030A0
h) Legal: Resolution 25-96 - Administrative Approval of Plats and Replats by the City Administrator
i) Planning & Community Development: Resolution 25-95 - Correction of Scrivener's Error for Building Permit Fees and Refund Policy - EXHIBIT "A" TO RESOLUTION 25-95 WAS REVISED
j) Police: Extension #1 to Award Number OS005 for Online Sting Operations Grant Program for Local Law Enforcement
k) Purchasing: Amendment No. 3 to RFP 23-009EJ with Matrix Consulting Group, LTD.
l) Public Works & Utilities: Resolution 25-97 - Grant Application with the Florida Fish and Wildlife Commission
m) Purchasing: Notice of Recommended Award (NORA) for IFB 25-040MK Road Construction Materials
n) Public Works & Utilities: Revised Samsara Fleet Management Quote
o) Fire: Drone Program Financial Assistance Agreement with the Florida Department of Law Enforcement (FDLE)

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 25-84 - PUBLIC HEARING

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0016 AUTHORIZING A DOCK FOR PROPERTY SEPARATED FROM A BODY OF WATER BY A PUBLIC RIGHT-OF-WAY OR PUBLIC PROPERTY AT 2101 RIVERVIEW BLVD, BRADENTON, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Jamie Schindewolf, Senior Planner, announced that the applicant requested a special use permit to construct a new private dock that would extend into Manatee River across public Right of Way from their property. The subject dock, she continued, would be 50 feet in length and 400 square feet in total size.

Ms. Schindewolf explained that the original dock was damaged by hurricanes and the applicant requested to demo the remains and rebuild to the original footprint. She said that a Special Use Permit was required for owners of waterfront property without riparian rights.

Staff Report:

> *"If approved, staff recommends the following stipulations:*
>
> *1. The dock shall be kept in good working order and condition, to not degrade from the value of nearby properties. Dock design, including amenities, shall meet the requirements of all City of Bradenton ordinance.*
>
> *2. Lighting must be according the FDEP requirements.*
>
> *3. All other applicable state or federal permits to be obtained before commencement if the development. Any conditions associated with the required FDEP permit will be met at the time of construction.*
>
> *4. Any extension of utilities, staging of equipment and material, or access in or across the public right of way, shall require appropriate City of Bradenton Right of Way permits.*
>
> *On September 17, 2025, Planning Commission voted unanimously to recommend approval of this Special Use Permit."*

Carl Springfels, owner, approached the podium and questioned why one of the stipulations in Resolution 25-84 was that if the City demanded it, he must remove the dock at his own cost. Scott Rudacille, City Attorney, said an example situation was that if the City wanted to start a project along Riverview Boulevard that required all the docks to be removed. Mayor Brown explained that the removal of the dock would require a vote from the Council, and he noted that such a situation had never occurred before.

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

MOTION TO APPROVE RESOLUTION 25-84 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

b) Finance: RESOLUTION 25-86

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

Lance Williams, Chief Operating Officer, explained that a 3% rate increase was discussed during the budget workshops and that the City had not increased fees for three years.

There was a brief discussion regarding replacing aged infrastructure and a future utility rate study.

MOTION TO APPROVE RESOLUTION 25-86 was made by Councilwoman Barnebey and seconded by Councilman Schuessler. The motion passed 5-0.

c) Finance: RESOLUTION 25-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Williams said the same discussion applied for Resolution 25-85, which would approve a 3% increase, and that fee had not increased in three years.

MOTION TO APPROVE RESOLUTION 25-85 was made by Councilwoman Coachman and seconded by Vice Mayor Gonzalez Moore. The motion passed 5-0.

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

a) Purchasing: Notice of Recommended Award (NORA) for RFP 25-037EJ to Waste Pro of Florida, Inc. for Recycling Processing Services

Mr. Williams said Council directed staff to research the possibility of reestablishing curbside recycling service to residents. He said that Procurement and Public Works staff went out to the market and picked a vendor for Council to discuss. Mr. Williams noted that the approval only affords leeway to start negotiating a contract with the company. He concluded that during the contract negotiations, staff would formulate a plan outlining costs, service, etcetera.

MOTION TO AUTHORIZE THE AWARD FOR RFP 25-037EJ AND PURSUE A CONTRACT WITH WASTE PRO OF FLORIDA INC. was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

b) City Administration: Emergency Purchase Report

Rob Perry, City Administrator, reported that there were repairs to a storm water line at 3910 Joyce Drive and a deterioration repair at the CSX railroad crossing at 9th Avenue East.

c) City Administration: Purchase and Sale Agreement for 520 17th Avenue West

Mr. Perry explained that acquiring this parcel would offer the City additional design options related to the City Park project. He noted that the property was appraised at $392,000, and an 8.4% premium was proposed to prevent condemnation, real estate fees, and other expenses. He added that the total cost of $425,000 would be funded through intergovernmental project grants.

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT FOR 520 17TH AVENUE WEST AND PROCEED WITH DUE DILIGENCE was made by Vice Mayor Gonzalez Moore and seconded by Councilwoman Coachman. The motion passed 5-0.

d) City Administration: Resolution 25-98 - Public Necessity - 516 17th Avenue West

Mr. Perry explained that acquiring the parcel located at 516 17th Avenue West would provide the City with more design options related to the City Park project. He noted that there had been several attempts to contact the property owner, but these efforts were unsuccessful. Recently, he added, staff received a call from someone claiming to be the owner, and they returned the call and left contact information. He stated that the appraisal price was $470,000 and mentioned that he would persist in his efforts to contact the property owner.

MOTION TO APPROVE RESOLUTION 25-98 was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 5-0.

The meeting was recessed at 10:28 a.m. and reconvened at 10:36 a.m.

UNFISINSHED BUSINESS: None

DEPARTMENT HEAD REPORTS:

Chief Geer announced that on October 22, 2025, there would be a grand opening for Fire Station 2 at 10:00 a.m., and then at 5:30 p.m., there would be an open house for the community.

Chief Cramer presented a drone video showing the success of the National Night Out event on October 7, 2025. He noted that City Hall, rather than a neighborhood, hosted the event for the first time.

Mr. Lee discussed the new smaller garbage trucks, noting that drivers can now access areas that were previously unreachable.

COUNCIL REPORTS:

Councilman Schuessler spoke highly of the National Night Out event and announced he attended a dedication ceremony at the Manatee County Clerk of Circuit Court on October 1, 2025, to recognize Domestic Violence Month. He said the dedication ceremony honored two employees, Erin Craft and Jazmin Catano, who tragically lost their lives to domestic violence. He announced that the clerk's office dedicated two spaces in their violence protection division in their memory: the Erin Craft Center and Jasmine's Nook. He said these spaces serve as a permanent reminder to everyone who enters that help is available and no one must face domestic violence alone.

Vice Mayor Gonzalez Moore also spoke highly of the National Night Out event and requested to hold a workshop about Riverwalk security.

Councilwoman Coachman gave kudos to staff for planning the successful National Night Out event. She concluded that she was excited to work with the new Interim Executive Director of the Bradenton Housing Authority.

Councilwoman Kocher also spoke highly of the National Night Out event and reminded everyone that October was Breast Cancer Awareness Month. She said that every two minutes a woman was diagnosed with breast cancer, and that early detection was a powerful weapon. She encouraged men and women to schedule screenings.

Councilwoman Barnebey also spoke highly of the National Night Out event. She loved the idea of hosting the event at City Hall and thanked the Mayor for attending the "Veterans Benefit Soiree" on October 4, 2025, at the Bradenton Women's Club. She said they met their goal to send 10 female veterans on the General Federation of Women's Clubs (GFWC) Florida Flight of Honor.

Mayor Brown spoke fondly about finding the property for Fire Station 2 with Chief Geer. He acknowledged the efforts of everyone involved in the planning and construction of the facility. Additionally, he extended his gratitude to those who contributed to organizing the National Night Out event. He concluded that he was excited to attend the ceremony honoring the newly appointed Florida Senate President, Senator Jim Boyd.

The meeting was adjourned by Mayor Gene Brown at 11:18 a.m.

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

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 9, 2025, City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the October 9, 2025, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the October 9, 2025, City Council workshop.

ATTACHMENTS:
10-09-2025 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
October 9, 2025
3:30 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 3:30 p.m. on Thursday, October 9, 2025.

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

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

The workshop was called to order by Mayor Gene Brown at 3:31 p.m.

Discussion Topics:

Face It and Fix It

a) Wastewater 101

Videos of news reports were played for the audience and explanations were given for current projects and bypassing at the Wastewater Treatment Plant.

b) Strategic Planning

Rob Perry, City Administrator, gave a presentation which included:

- Fixing It – Water Reclamation Facility
  - Disc Filter
  - Temporary Equalization Tank
  - Injection Well
  - Other Current Fixes
- Fixing It – Lift Stations
  - Electrical
  - Lift Station Emergency Power
- Fixing It – Collections
  - Manhole Inspection and Lining
  - Pipeline Inspection and Lining
- Fixing It – Water
  - Water Main Replacements
  - Water Treatment Plant
- Projects in Motion
  - Wastewater Design, Studies, and Construction
  - Potable Water Design, Studies, and Construction
  - Stormwater and Other Design and Studies
  - Current Active Construction Projects
- Facing It – BMAP

- Facing It – Water Reclamation Facility
    - Hydraulics
    - Tier 1, Tier 2, and Tier 3 Projects
- Facing It – Collections
    - Lift Stations – Tier 1 Projects
    - Collections – Tier 1 Projects
- Facing It – Potable Water
    - Water Treatment Plant and Water Supply
    - Water Distribution
- Facing It – Stormwater
- Facing It – Funding

c) Capital Projects

Mr. Perry discussed current capital projects, which included drainage improvements, water main improvements, sidewalk installations, complete streets projects, and the stormwater feasibility study.

d) Public Works Realignment

Mr. Perry discussed the need to realign the Public Works and Utilities department and to update the existing technology and systems. He reminded the Council that Woodard & Curran is currently contracted to manage the wastewater treatment plant and mentioned the possibility of them also overseeing the collection side.

e) Public Works Construction Management Policy

Mr. Perry announced that the staff was in the process of developing a public works construction management policy, which would be presented at a future Council meeting. He then introduced Associate Director Ed Ferrence, who discussed his 30 years of experience in wastewater systems.

Citizen Comments:

Cecelia Hernandez, 3618 1st Avenue West, said she enjoyed hearing about all of the work being completed in the City and voiced concerns about flooding during high tide in the river district.

Annie Russini, 1001 11th Avenue West, thanked Council for correcting storm drainage issues in the Village of the Arts. She noted there were still some drainage issues along 12th Street West.

Wiley Green, Bradenton resident, cautioned Council against outsourcing recycling collection.

Bob and Wendy Bright, 308 Chauncey Avenue East, voiced concerns with sewage backups and flooding during high tide.

The City Council Workshop adjourned at 5:17 p.m.

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

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive Pre-Thanksgiving Celebration

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 4 Bradenton Police Department Extra Duty Officers, 2 Public Works Staff Members, 2 Port-o-Lets (1 ADA Compliant) and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions has submitted an application for approval for Bradenton Alive Pre-Thanksgiving Celebration to be held on November 26, 2025. The event will have live music, vendor tents and alcohol sales available for attendees. They anticipate attendance of around 500.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Alive Pre-Thanksgiving Celebration with the stipulations recommended by staff.

ATTACHMENTS:

Bradenton Alive Pre-Thanksgiving Celebration Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 10/6/2025

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-448-0229 ~~David Lay~~

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive Pre-Thanksgiving Celebration

Event Date: 11/26/2025

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	11/26/2025	Wednesday	1:00pm		
Event Day 1	11/26/2025	Wednesday	7:00pm	11:00pm	500
Event Day 2					
Event Day 3					
Break Down	11/27/2025	Thursday	11:00pm	1:00am	

Number of years event has been held: 1

Past Attendance: 500

(03/2022)

Is there a fee to attend the event? Yes [X] No Is the event open to the public? [X] Yes No

Will any tents be used for the event? [X] Yes No

Tent Size	Number of Tents	Tent Location
10'x10'	10	Old Main Street, vendors

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

Will a stage be used for the event? [X] Yes No

Will the event require electricity? [X] Yes No Type of electrical power: 110/220v

Will a generator be used? [X] Yes No Size of generator: 20kw

Will gas equipment be used? [X] Yes No Type of fuel source: deisel

If needed, back up for any failed electric

Vendor Information

Will the event offer food? [X] Yes No

Where will the food be prepared? inside food truck or under food tent

Will cooking equipment be used? [X] Yes No

Method/type of cooking equipment

Charcoal grills Food Trucks [X] Fryers Propane grills [X] Warmers/Sternos

Will there be alcohol at the event? [X] Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [X] Yes No

Will amplified sound equipment be used? [X] Yes No

Will musical entertainment be used? [X] Yes No

Please describe any type of entertainment and sound equipment.

live band with sound reinforcement to cover city block

Are fireworks planned? Yes [X] No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes [X] No

Describe any additional event activities.

merchandise and food vendors, food trucks

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes ☒ No

Solid Waste Service? Yes ☒ No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes ☒ No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive Pre-Thanksgiving Celebration (event), scheduled for (date&hours), 11/26/2025, from 7:00pm to 11:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	10/6/2025
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	10/6/2025
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Telephone: 727-492-2697 Email: kristen@22nrocks.com

Name of Event: Bradenton Alive Pre-Thanksgiving Celebration

Start Date: 11/26/2025 End Date: 11/27/2025 Start Time: 1:00pm End Time: 1:00am

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

12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
4th Avenue W between 10th Street and 13th Street

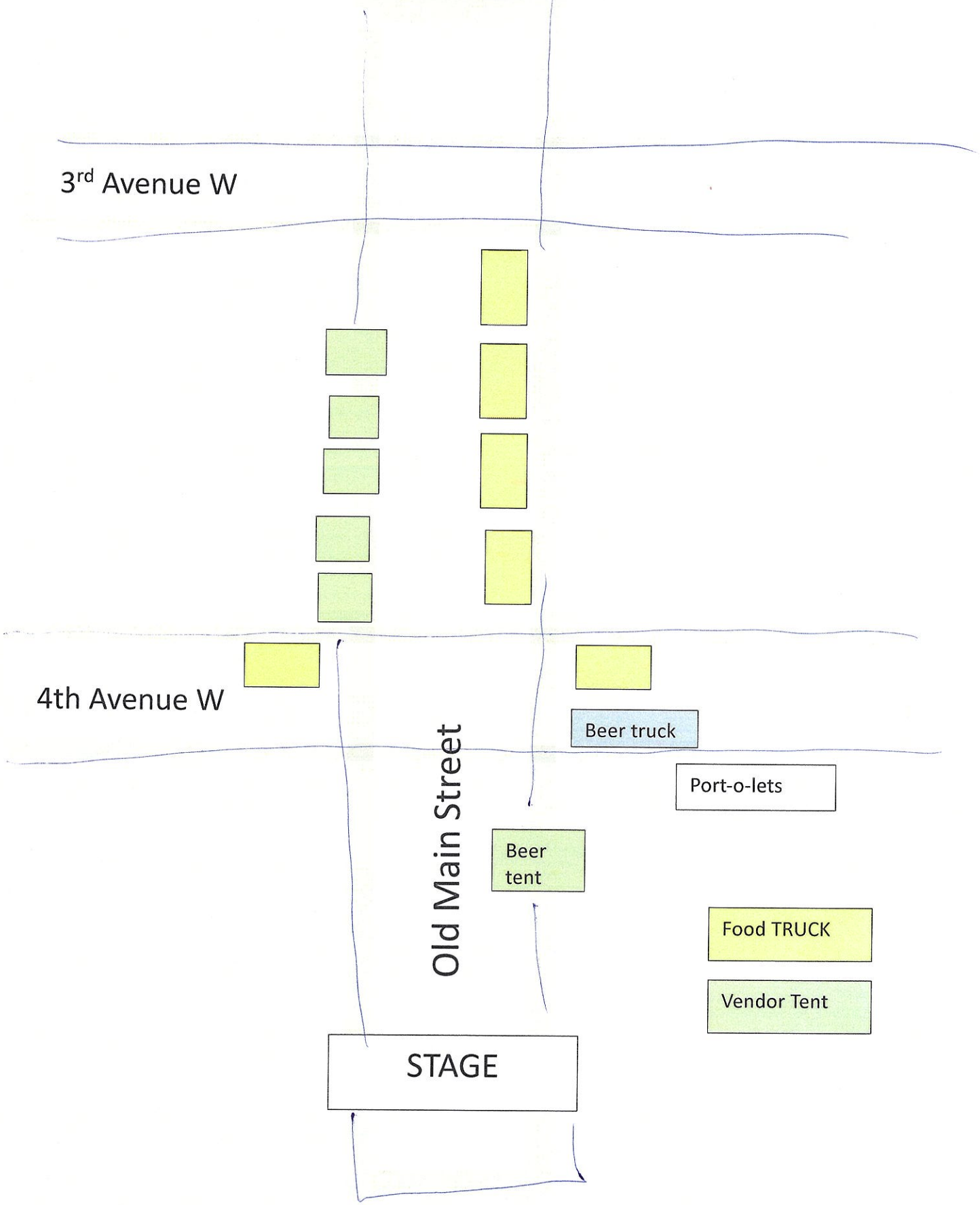
Proposed detour route (include alternative road and map):

Additional notes and comments:

Bollards will need to be put up on the streets for the public's protection.

(03/2022)

Bradenton Alive Pre-Thanksgiving
Site Map 11/26/25



AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: LECOM 5K Run the Green Bridge

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 2 Public Works Extra Duty staff onsite and compliance of all COB Special Event Standards. Please note the 5K run time may need adjusted depending on the finalized Regatta race times.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
LECOM would like to host a 5K and 1-mile fun run in conjunction with the Regatta on February 21, 2026. The run will go over the Green Bridge and through the downtown area. The event has an expectation of 500-900 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the LECOM 5K Run the Green Bridge event with the stipulations recommended by staff.

ATTACHMENTS:

LECOM 5K Run the Green Bridge Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Lake Erie College of Osteopathic Medicine-Bradenton Date of Application: 9/8/2025

Contact Name: Santiago Lorenzo, Ph.D. Contact Phone 1: 214-562-0719

Contact Email: slorenzo@lecom.edu Contact Phone 2: 941-782-5974

Address: 5000 Lakewood Ranch Blvd.

City: Bradenton State: FL Zip: 34211

Event Information

Name of Event: LECOM 5k Run the Green Bridge Event Date: 02/21/2026

Purpose of Event: Fitness event to encourage healthy lifestyles

Description of Event: 5k Race and 1-mile Fun Walk/Run

Event Location: Downtown Bradenton (start/finish 15th St W and 4th Ave W), over the Green Bridge and back. In conjunction with the Bradenton Area River Regatta

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	02/21/2026	Saturday	6:00 am	8:00 am	15-20
Event Day 1	02/21/2026	Saturday	8:00 am	11:00 am	500-900
Event Day 2					
Event Day 3					
Break Down	02/21/2026	Saturday	11:00 am	12:00 pm	15-20

Number of years event has been held: 3 Past Attendance: 500

(03/2022)

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

Will any tents be used for the event? Yes

Tent Size	Number of Tents	Tent Location
10x10	8-10	Start/Finish line

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

Will a stage be used for the event? No

Will the event require electricity? Yes Type of electrical power: _____

Will a generator be used? No Size of generator: _____

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

Vendor Information

Will the event offer food? Yes

Where will the food be prepared? Snacks, fruits and breakfast items. No preparation of cooking on site

Will cooking equipment be used? No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes

Will amplified sound equipment be used? Yes

Will musical entertainment be used? Yes

Please describe any type of entertainment and sound equipment.

Radio DJ and music at the Start/Finish line

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

Are live animals planned to be at the event? No

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes

Solid Waste Service? Yes

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes

Please indicate how many and location on required site plan.

Sanitary facilities will already be in place for the Regatta

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

Is street closure requested? Yes Note: Please complete the Street Closure Form.

May not need any additional street closures that was already planned for the Regatta

Application Review

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

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

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

Rental Contract

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

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

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

I, Santiago Lorenzo, applicant/event organizer for LECOM 5k Run the Green Bridge (event), scheduled for (date&hours), 02/21/2026, from 8:00 am to 11:00 am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Lake Erie College of Osteopathic Medicine-Bradenton
Organization

Santiago Lorenzo, Ph.D.
Typed or Printed Name and Title

09/08/2025
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

Lake Erie College of Osteopathic Medicine-Bradenton
Organization

Santiago Lorenzo, Ph.D.
Typed or Printed Name and Title

08/09/2025
Date

(03/2022)

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

Name of Requestor: Santiago Lorenzo

Name of Organization: Lake Erie College of Osteopathic Medicine -Bradenton

Street Address: 5000 Lakewood Ranch Blvd.

City: Bradenton State: FL Zip: 34211

Telephone: 214-562-0719 Email: slorenzo@lecom.edu

Name of Event: LECOM 5k Run the Green Bridge

Start Date: 02/21/2026 End Date: 02/21/2026 Start Time: 6:00 am End Time: 11:00 am

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

Approved race route from 2024 and 2025 attached with the appropriately marked road closures

Proposed detour route (include alternative road and map):

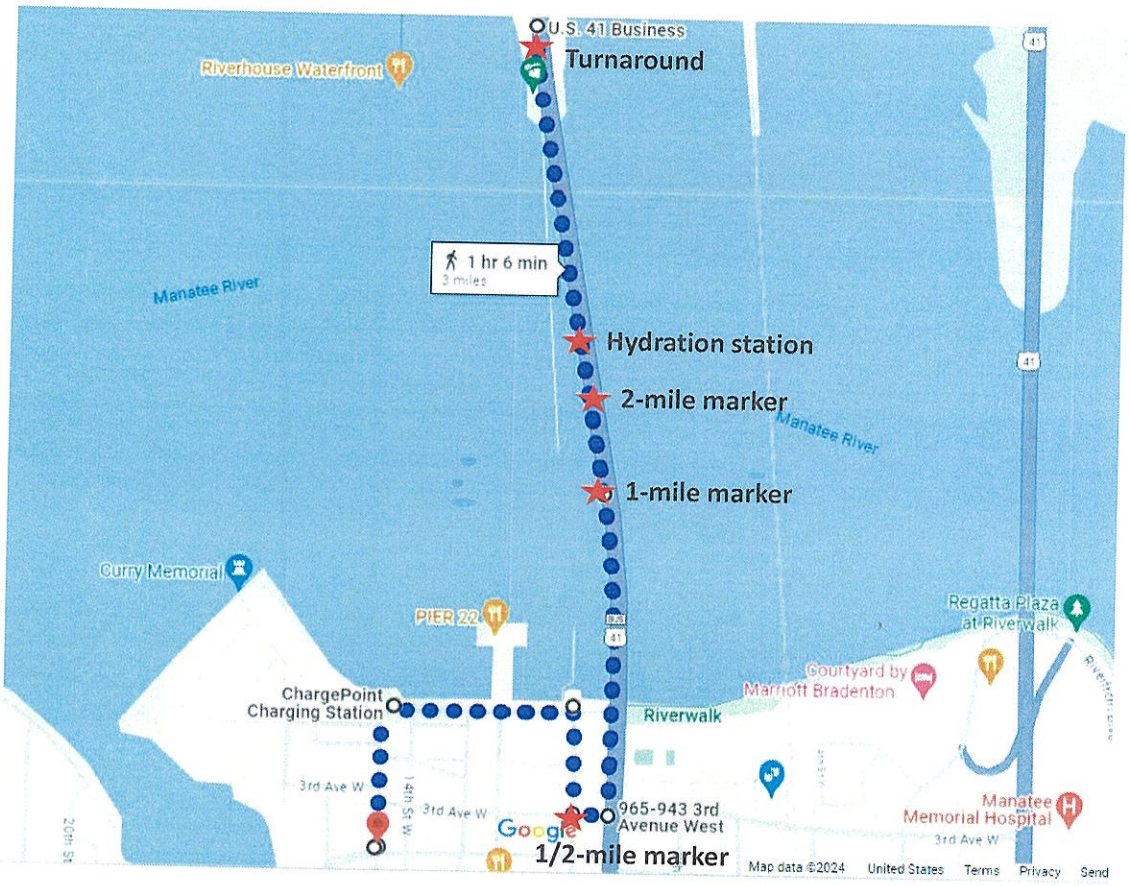
Additional notes and comments:

This event is being planned in conjunction wih the Bradenton River Regatta and alongside Mike Fetchko

(03/2022)

Lecom

2/21/26
Run the Green Bridge



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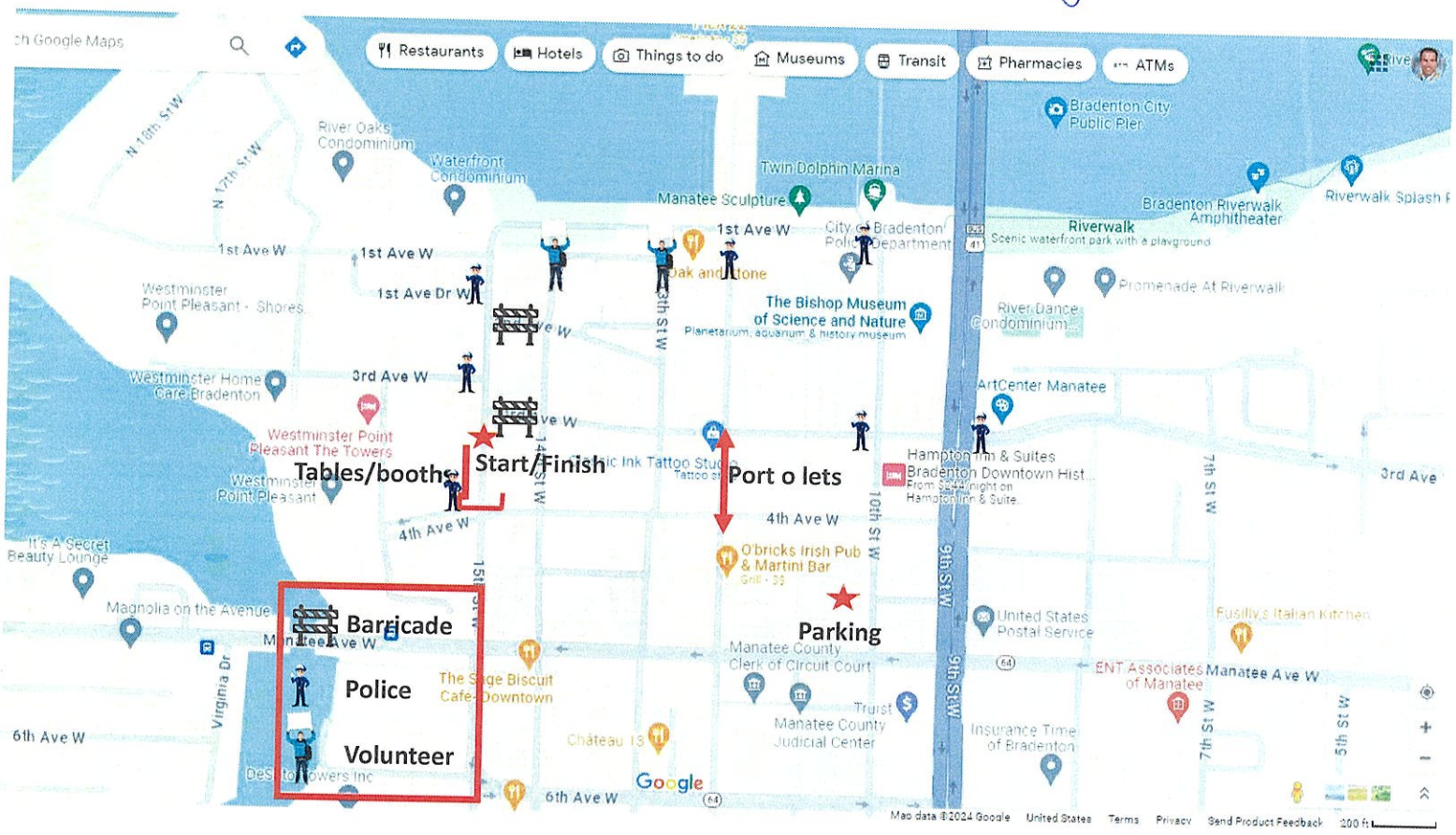
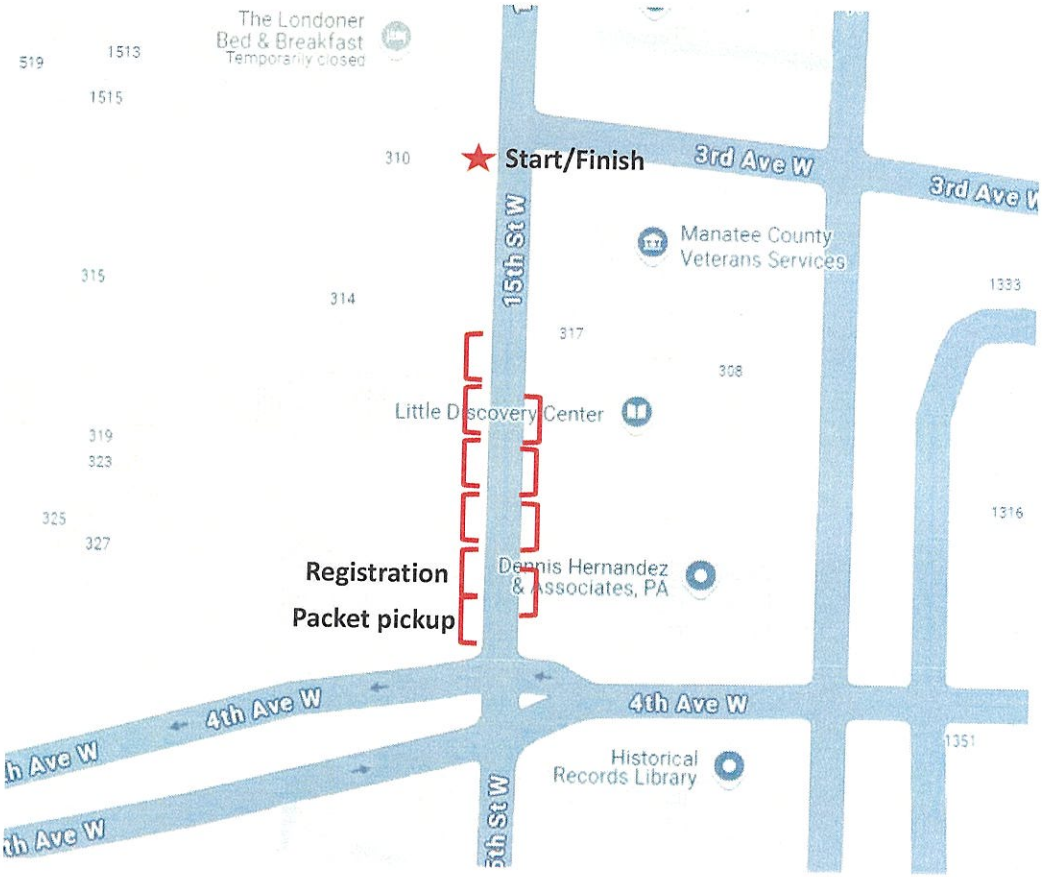
2/21/26
Run the Green
Bridge



Lecom
2/21/26
Run the Green
Bridge



AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Paws in Motion Walk-a-thon and Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 1 Bradenton Police Department Extra Duty Officer onsite, 1 Public Works Solid Waste staff member onsite, 1 Public Works Parks staff member on site, and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Humane Society of Manatee County would like to host their annual fundraiser, Paws in Motion, on March 14, 2026, at Riverwalk. There will be a 1-mile walk with canines with activities after the walk at the Pavilion area. There will be food trucks and beverages for the attendees to enjoy. The event has an expectation of 200 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Paws in Motion Walk-a-thon and Festival event with the stipulations recommended by staff.

ATTACHMENTS:
Paws in Motion Walk-a-thon and Festival Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Humane Society of Manatee County Date of Application: 9/11/2025

Contact Name: Larisa Yeazell Contact Phone 1: 941-747-8808 ext: 315

Contact Email: events@humanemanatee.org Contact Phone 2: 727-215-1284

Address: 2515 14th Street West

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Paws In Motion Walk-a-thon & festival Event Date: 03/14/2026

Purpose of Event: Fundraiser benefiting HSMC shelter pets

Description of Event: Morning 1 mile walk w/public's dogs, vendors/activities after

Event Location: Rossi Park

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/14/2026	Saturday	5:00am	8:00am	30
Event Day 1	3/14/2026	Saturday	8:00am	12:00pm	200
Event Day 2					
Event Day 3					
Break Down	3/14/2026	Saturday	12:00pm	2:00pm	30

Number of years event has been held: 18 Past Attendance: 200-300

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10' x 10'	50	Vendor Village / Check in

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

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: outlets

Will a generator be used? Yes No Size of generator: 2000 watt

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Preprepared

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

a DJ with speakers and a microphone

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

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

Describe any additional event activities.

May have a lure course for dogs to run. Will use a generator to power.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? [Yes] No

Solid Waste Service? Yes [No]

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes [No]

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

(03/2022)

Rental Contract

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

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

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

I, Larisa Yeazell, applicant/event organizer for Paws In Motion (event), scheduled for (date&hours), 3/14/2026, from 8:00am to 12:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Larisa Yeazell
Signature of Applicant/Event Organizer

Humane Society of Manatee County
Organization

Larisa Yeazell, Events & Volunteer Manager
Typed or Printed Name and Title

09/11/2025
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Larisa Yeazell
Signature of Applicant/Event Organizer

Humane Society of Manatee County
Organization

Larisa Yeazell Events & Volunteer Manager
Typed or Printed Name and Title

09/11/2026
Date

(03/2022)

Paws In Motion 3/14/26



AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Pittsburgh Pirates Block Party

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 3 Bradenton Police Department Extra Duty Officers onsite, 3 Public Works Staff onsite, port-o-lets onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Pittsburgh Pirates applied to host a block party on Old Main Street featuring games, live music, photo booths, vendors and autograph opportunities. The Humane Society will be on hand with a few canines for all to enjoy. The event will be Feb. 14, 2026, with an expectation of 1,200 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Pittsburgh Pirates Block Party with the stipulations recommended by staff.

ATTACHMENTS:

Pittsburgh Pirates Block Party Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Pittsburgh Pirates

Date of Application: 9/12/25

Contact Name: Karena Ballard

Contact Phone 1: 941-538

Contact Email: karena.ballard@pirates.com

Contact Phone 2: _____

Address: 1701 27th St E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Pittsburgh Pirates Block Party

Event Date: 2/14/26

Purpose of Event: The purpose of this event is to get the Manatee County Community excited for Pirates Spring Training and to put on a free family friendly event that everyone can enjoy.

Description of Event: We will shut down Old Main Street in Downtown Bradenton and fill it with games, live music, photo booths, community vendors, and opportunities for fans to get autographs from Pittsburgh Pirates Players.

Event Location: Old Main Street, Downtown Bradenton

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/14/26	Saturday	3 PM	6 PM	20 - 30
Event Day 1	2/14/26	Saturday	6 PM	9 PM	~1200
Event Day 2					
Event Day 3					
Break Down	2/14/15	Saturday	9 PM	11 PM	20 -30

Number of years event has been held: 11

Past Attendance: ~1000 -1200

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10' X 10'	~40	Throughout the Street

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

Will a stage be used for the event? Yes No

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

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

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Either before hand or at vendor stations

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

We will have a stage brought in for a band. The band will be bringing their own instruments. They will have a sound system.

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

Are live animals planned to be at the event? Yes No The Humane Society will bring dogs.

Describe any additional event activities.

Throughout the street, there will be games and a speed pitch, we will have an autograph tent and table, a Pirates table, a t-shirt table, a merch truck, and other vendors. We will also ask vendors to bring activties for their booths.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Karena Ballard, applicant/event organizer for the Pittsburgh Pirates Block Party (event), scheduled for (date&hours), Saturday,2/14/26, from 6 PM to 9 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

KB

Signature of Applicant/Event Organizer

Pittsburgh Pirates

Organization

Karena Ballard, Coordinator, Fan & Community Engagement

Typed or Printed Name and Title

9/12/25

Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

KB

Signature of Applicant/Event Organizer

Pittsburgh Pirates

Organization

Karena Ballard, Coordinator, Fan & Community Engagement

Typed or Printed Name and Title

9/12/25

Date

(03/2022)

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

Name of Requestor: Karena Ballard

Name of Organization: Pittsburgh Pirates

Street Address: 1701 27th St E

City: Bradenton State: FL Zip: 34208

Telephone: 941- 538-5171 Email: karena.ballard@pirates.com

Name of Event: Pittsburgh Pirates Block Party

Start Date: 2/14/26 End Date: 2/14/26 Start Time: 6 PM End Time: 9 PM

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

Old Main Street(Parts of 13th Street West and 4th Ave West) The map will be attached to this email. Closed roads are represented by a red line.

Proposed detour route (include alternative road and map):

Manatee Ave W
13th St W
10th St W

The map will be attached to this email. Detour Routes are represented by the red arrows.

Additional notes and comments:

(03/2022)


The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
Manatee Chamber of Commerce
Classic Ink Tattoo Studio
Best Tattoo Shop in Bradenton
Kids Zone (36 & 37)
Ellenton CPA
Hampton Inn & Suites Bradenton Downtown...
4.5 ★ (1259)
3-star hotel
Autograph Tent (35)
Clean Cans LLC
Manatee County Property Appraiser
O'bricks Irish Pub & Martini Bar Grill
Pirates Table(38)
Manatee County Public Parking Garage
12th St W
Stage
Manatee County Administrator
Fitness Center
Court St
Manatee County Judicial Center
Truist
3rd Ave W
4th Ave W
Manatee Ave W
13th St W
10th St W
9th St W
ICON KEY
Road Blockage
Vendor Table
Foot Traffic
Light & Sound Direction
Detour Route
Balloon Displays

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-15

SUGGESTED ACTION: Approve Budget Adjustment BA25-15.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fiscal year 2024-2025 year-end adjustments.

FINANCIAL IMPACT:
Use of cash carryforward in General Fund of $1,651,516.00, decrease in contingencies in LPP Fund (165) of $229,114.00, decrease in contingencies in Half Cent Infrastructure Fund (302) of $221,140.00 and the use of cash carryforward in Property Insurance Fund (590) of $4,020.00.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-15.

ATTACHMENTS:
Budget Adjustment BA25-15

RESOLUTION NUMBER BA25-15

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 11/1/25

Budget Adjustment #: BA25-15

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

Explanation for Adjustment: Fiscal Year 2025 year end adjustments

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

Account Number: 00101 323700
Line item description: Solid Waste Franchise Fees

Increase (in $): 14,933.00 Decrease (in $):

Account Number: 00102 342130
Line item description: BPD Special Detail

Increase (in $): 106,677.00 Decrease (in $):

Account Number: 00151310 548000
Line item description: Promotional Activities

Increase (in $): Decrease (in $): 10,500.00

Account Number: 00151330 512000
Line item description: Regular Salaries and Wages

Increase (in $): 5,500.00 Decrease (in $):

Account Number: 00151330 552300
Line item description: Other Operating Supplies

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

Account Number: 00151370 512000
Line item description: Regular Salaries and Wages

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

Account Number: 00151370 522000
Line item description: City Retirement

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

Account Number: 00151400 531000
Line item description: Legal Fees

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

Account Number: 00151500 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 107,700.00

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

Increase (in $): Decrease (in $): 15,500.00

Account Number: 00151900 552800
Line item description: Inventory Cost

Increase (in $): 15,500.00 Decrease (in $):

Account Number: 00151910 544200
Line item description: Rentals and Leases

Increase (in $): 18,700.00 Decrease (in $):

Account Number: 00151910 546200
Line item description: Equipment Repair and Maint

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

Account Number: 00151930 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 33,500.00

Account Number: 00151930 551200
Line item description: Computer Equipment under 5000

Increase (in $): 33,500.00 Decrease (in $):

Account Number: 00152100 522100
Line item description: City Pension

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

Account Number: 00152100 523000
Line item description: City Health Insurance

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

Account Number: 00152150 513100
Line item description: Part Time Salaries and Wages

Increase (in $): Decrease (in $): 48,323.00

Account Number: 00152160 552200
Line item description: Vehicle Fuel

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

Account Number: 00152160 552300
Line item description: Gear/Uniform Supplies

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

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

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

Account Number: 00152200 546300
Line item description: Vehicle Repair and Maint

Increase (in $): Decrease (in $): 23,500.00

Account Number: 00152200 551200
Line item description: Computer Equip under 5000

Increase (in $): Decrease (in $): 25,000.00

Account Number: 00152200 552300
Line item description: Gear/Uniform Supplies

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

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

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

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

Increase (in $): 23,500.00 Decrease (in $):

Account Number: 00154100 514000
Line item description: Overtime

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 00154100 522000
Line item description: City Retirement

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

Account Number: 00154100 553000
Line item description: Road Materials and Supplies

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

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

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

Account Number: 00157200 534000
Line item description: Contractual Services

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

Account Number: 00158100 591000
Line item description: Fund Transfer-460

Increase (in $): 14,933.00 Decrease (in $):

Account Number: 12505 381001
Line item description: Fund Transfer-001

Increase (in $): 4,636.00 Decrease (in $):

Account Number: 12555400 512000 12100
Line item description: Regular Salaries and Wages

Increase (in $): Decrease (in $): 6,171.00

Account Number: 12555400 521000 12100
Line item description: City Fica

Increase (in $): Decrease (in $): 3,900.00

Account Number: 12555400 531000 12100
Line item description: Legal Fees

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

Account Number: 12555400 546300 12100
Line item description: Vehicle Repair and Maint

Increase (in $): Decrease (in $): 300.00

Account Number: 12555400 549100 12100
Line item description: Legal Advertising

Increase (in $): 1,265.00 Decrease (in $):

Account Number: 12555400 552200 12100
Line item description: Vehicle Fuel

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

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

Increase (in $): 108,609.00 Decrease (in $):

Account Number: 12555471 583000 1210D
Line item description: Other Grants and Aid

Increase (in $): 39,344.00 Decrease (in $):

Account Number: 12555471 583000 1210F
Line item description: Other Grants and Aid

Increase (in $): Decrease (in $): 135,901.00

Account Number: 16556100 545200
Line item description: Lpp Medical Payment

Increase (in $): 229,114.00 Decrease (in $):

Account Number: 16556100 599100
Line item description: Reserve for Contingenies

Increase (in $): Decrease (in $): 229,114.00

Account Number: 20903 366010
Line item description: Loan Payment

Increase (in $): 367,417.00 Decrease (in $):

Account Number: 20905 381132 DB209
Line item description: Fund Transfer

Increase (in $): Decrease (in $): 367,417.00

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

Increase (in $): Decrease (in $): 221,140.00

Account Number: 30258200 563000 18821
Line item description: Parks Equipment

Increase (in $): 170,140.00 Decrease (in $):

Account Number: 30258200 563000 19803
Line item description: Public Safety Vehicles

Increase (in $): 51,000.00 Decrease (in $):

Account Number: 40202 343310
Line item description: Water Revenue

Increase (in $): 135,328.00 Decrease (in $):

Account Number: 40251210 531000
Line item description: Legal Fees

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

Account Number: 40251210 564000
Line item description: Mach and Equip-Capital Outlay

Increase (in $): 30,336.00 Decrease (in $):

Account Number: 40253310 534000
Line item description: Contractual Services

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

Account Number: 40253310 546200
Line item description: Equipment Repair and Maint

Increase (in $): 14,500.00 Decrease (in $):

Account Number: 40253320 552900
Line item description: Chemical Supplies

Increase (in $): Decrease (in $): 200,000.00

Account Number: 40253515 531000
Line item description: Legal Fees

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

Account Number: 40253515 552900
Line item description: Chemical Supplies

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

Account Number: 40253520 534000
Line item description: Contractual Services

Increase (in $): 925,300.00 Decrease (in $):

Account Number: 40253520 552900
Line item description: Chemical Supplies

Increase (in $): Decrease (in $): 297,100.00

Account Number: 40253520 553000
Line item description: Road Materials and Supplies

Increase (in $): 25,492.00 Decrease (in $):

Account Number: 40253600 534000
Line item description: Contractual Services

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

Account Number: 40253600 534100
Line item description: Bank Fees

Increase (in $): 23,600.00 Decrease (in $):

Account Number: 40254110 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 550,000.00

Account Number: 40801 361100
Line item description: Interest Earnings

Increase (in $): 447,000.00 Decrease (in $):

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

Increase (in $): 16,945.00 Decrease (in $):

Account Number: 40859000 563000 23511
Line item description: Ironwood Water System

Increase (in $): 16,945.00 Decrease (in $):

Account Number: 40859000 563000 24502
Line item description: Water Main Replace

Increase (in $): 490,838.00 Decrease (in $):

Account Number: 40859000 563000 24515
Line item description: WWTP Filter Improvements

Increase (in $): Decrease (in $): 81,551.00

Account Number: 40859000 563000 24519
Line item description: Emergency Sanitary Sewer Improv

Increase (in $): Decrease (in $): 203,287.00

Account Number: 40859000 563000 24521
Line item description: Water Reclamation Improv

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

Account Number: 40859000 563000 25520
Line item description: Emergency Water Improv

Increase (in $): 39,000.00 Decrease (in $):

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

Increase (in $): 178,000.00 Decrease (in $):

Account Number: 46005 369150
Line item description: Cash Carry Forward

Increase (in $): Decrease (in $): 14,933.00

Account Number: 46005 381001
Line item description: Fund Transfer-001

Increase (in $): 14,933.00 Decrease (in $):

Account Number: 58002 369350
Line item description: Reinsurance Proceeds

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

Account Number: 58056220 545700 Claim
Line item description: Workers Compensation Claims

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

Account Number: 59001 364420
Line item description: Insurance Procees

Increase (in $): 3,600.00 Decrease (in $):

Account Number: 59002 369300
Line item description: Refund of Prior Year Expenditures

Increase (in $): 15,780.00 Decrease (in $):

Account Number: 59005 369150
Line item description: Cash Carry Forward

Increase (in $): 4,020.00 Decrease (in $):

Account Number: 59055900 531000
Line item description: Legal Fees

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

Account Number: 59055900 531900
Line item description: Consultant Fees

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

Account Number: 59055900 545100
Line item description: Insurance and Bonds

Increase (in $): 9,400.00 Decrease (in $):

Account Number: 59055900 546600
Line item description: General Liability Repair & Maint

Increase (in $): Decrease (in $): 37,500.00

Account Number: 59055900 546800
Line item description: Property Damage Repair & Maint

Increase (in $): 4,500.00 Decrease (in $):

Account Number: 59055900 546900
Line item description: Vehicle Damage Repair & Maint

Increase (in $): 59,000.00 Decrease (in $):

Account Number: 19903 334390 Hlm23
Line item description: Hurricane Loss Mitigation Grant

Increase (in $): Decrease (in $): 155,200.00

Account Number: 19955495 512000 Hlm23
Line item description: Regular Salaries and Wages

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

Account Number: 19955495 521000 Hlm23
Line item description: City Fica

Increase (in $): Decrease (in $): 612.00

Account Number: 19955495 522000 Hlm23
Line item description: City Retirement

Increase (in $): Decrease (in $): 1,065.00

Account Number: 19955495 523000 Hlm23
Line item description: City Health Insurance

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

Account Number: 19955495 523100 Hlm23
Line item description: City Life Insurance

Increase (in $): Decrease (in $): 50.00

Account Number: 19955495 523300 Hlm23
Line item description: City Ltd Insurance

Increase (in $): Decrease (in $): 40.00

Account Number: 19955495 524000 Hlm23
Line item description: Workers Compensation

Increase (in $): Decrease (in $): 50.00

Account Number: 19955495 531000 Hlm23
Line item description: Legal Fees

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

Account Number: 19955495 542000 Hlm23
Line item description: Freight and Postage

Increase (in $): Decrease (in $): 180.00

Account Number: 19955495 549100 Hlm23
Line item description: Legal Advertising

Increase (in $): Decrease (in $): 890.00

Account Number: 19955495 551000 Hlm23
Line item description: Office Supplies

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

Account Number: 19955495 583000 Hlm23
Line item description: Other Grants and Aid

Increase (in $): Decrease (in $): 112,077.00

Account Number: 19903 334390 Hlm25
Line item description: Hurricane Loss Mitigation Grant

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

Account Number: 19955495 512000 Hlm25
Line item description: Regular Salaries and Wages

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

Account Number: 19955495 521000 Hlm25
Line item description: City Fica

Increase (in $): 600.00 Decrease (in $):

Account Number: 19955495 522000 Hlm25
Line item description: City Retirement

Increase (in $): 1,200.00 Decrease (in $):

Account Number: 19955495 523000 Hlm25
Line item description: City Health Insurance

Increase (in $): 1,200.00 Decrease (in $):

Account Number: 19955495 523100 Hlm25
Line item description: City Life Insurance

Increase (in $): 20.00 Decrease (in $):

Account Number: 19955495 523200 Hlm25
Line item description: City Teledoc

Increase (in $): 10.00 Decrease (in $):

Account Number: 19955495 523300 Hlm25
Line item description: City Ltd Insurance

Increase (in $): 20.00 Decrease (in $):

Account Number: 19955495 524000 Hlm25
Line item description: Workers Compensation

Increase (in $): 20.00 Decrease (in $):

Account Number: 19955495 531000 Hlm25
Line item description: Legal Fees

Increase (in $): 1700.00 Decrease (in $):

Account Number: 19955495 583000 Hlm25
Line item description: Other Grants and Aid

Increase (in $): 108,294.00 Decrease (in $):

Account Number: 00101 315000
Line item description: Communications Services Tax

Increase (in $): 232,000.00 Decrease (in $):

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

Increase (in $): 646,000.00 Decrease (in $):

Account Number: 00101 335180
Line item description: Half Cent Tax

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

Account Number: 00101 361100
Line item description: Interest Earnings

Increase (in $): 2,045,000.00 Decrease (in $):

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

Increase (in $):

Decrease (in $): 300,000.00

Account Number: 00151930 534000

Line item description: Contractual Services

Increase (in $): Decrease (in $): 425,000.00

Account Number: 00151930 564000
Line item description: Mach and Equip-Capital Outlay

Increase (in $): Decrease (in $): 490,000.00

Account Number: 00151940 564000
Line item description: Mach and Equip-Capital Outlay

Increase (in $): Decrease (in $): 436,200.00

Account Number: 00158100 591185
Line item description: Transfer to Fund 185-Disaster

Increase (in $): 6,473,716.00 Decrease (in $):

Account Number: 00105 369150
Line item description: Cash Carryforward

Increase (in $): 1,651,516.00 Decrease (in $):

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

Increase (in $): Decrease (in $): 161,402.00

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

Increase (in $): 7,237.00 Decrease (in $):

Account Number: 18503 331500 Debby
Line item description: Hurricane Debby-Federal

Increase (in $): Decrease (in $): 751,148.00

Account Number: 18503 331500 Helen

Line item description: Hurricane Helene-Federal

Increase (in $): Decrease (in $): 929,435.00

Account Number: 18503 331500 Miltn
Line item description: Hurricane Milton-Federal

Increase (in $): Decrease (in $): 3,015,571.00

Account Number: 18503 334390 Debby
Line item description: Hurricane Debby-State

Increase (in $): Decrease (in $): 124,035.00

Account Number: 18505 381001
Line item description: Transfer from General Fund

Increase (in $): 6,473,716.00 Decrease (in $):

Account Number: 18552500 534000 Miltn
Line item description: Contractual Services

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

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

Increase (in $): 399,362.00 Decrease (in $):

Account Number: 18552500 546200 Miltn
Line item description: Equipment Repair and Maint

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

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

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

Approved by:

_____

Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 287(g) Service Agreement with the Department of Homeland Security

SUGGESTED ACTION: Approval of the service agreement between US Department of Homeland Security ICE and the City of Bradenton.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the service agreement between US Department of Homeland Security ICE and the City of Bradenton for the purpose of receiving reimbursable costs incurred by the City of Bradenton providing assistance and/or conducting joint operations. Additionally, authorizing the Chief of Police to enter into any additional agreements or updates as it relates to the 287(g) program.

FINANCIAL IMPACT:
None

Costs will be reimbursed

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal Advisor

SUGGESTED MOTION:
Motion to approve the 287(g) Service Agreement with the Department of Homeland Security.

ATTACHMENTS:
287(g) Service Agreement with the Department of Homeland Security

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
CITY OF BRADENTON

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement (**"ICE"**), and CITY OF BRADENTON (P3FLJ98L86V8 & 59-6000283) (**"service provider" or "contractor"**) for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Bradenton and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:

U.S. Immigration and Customs Enforcement

Contracting Officer (CO)

Signature: _____

Date: _____

ACCEPTED:

City of Bradenton
Gene Brown
Mayor

Signature: _____

Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 10th day following the month in which services were performed. This process may be updated with further requirements or automations at a later date.

iii. ERO designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

iv. ERO designee shall verify and validate the service provider's immigration enforcement activity accomplishments on a monthly basis, with disbursements to be paid quarterly

v. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly.

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all immigration enforcement activities addressed in this agreement. Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE.

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii. above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.

iv. The service provider shall provide ERO with subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the apprehension.

v. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).

C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.
>
> Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

TITLE 29—LABOR

This attachment is updated as of June 2022. The standards for Title 29, Part 4, Subpart A can be found at https://www.ecfr.gov/current/title-29/subtitle-A/part-4/subpart-A.

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding $2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after

such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii)The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)

(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and

fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the

information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.
(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
(iii)The number of daily and weekly hours so worked by each employee.
(iv)Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
(vi)Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(l)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the

contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)

(1) As used in these clauses, the term service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee Class	Monetary wage-fringe benefit
Sworn Officer	$ 67,000 | 28,129 Fringe
	Set by Collective bargaining agreement

(l)

(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime

contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than

the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than $30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Paragraph	OMB Control No.
(b)(2)(iv)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1),(2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

Combating Trafficking in Persons

(a) *Definitions*. As used in the below article—

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means –

(1) Any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract, agreement, or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the service provider directly engaged in the performance of work under the agreement who has other than a minimal impact or involvement in performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, which are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract, agreement, or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a service provider or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. The service provider and service provider employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the agreement;

(2) Procure commercial sex acts during the period of performance of the agreement; or

(3) Use forced labor in the performance of the agreement.

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract, agreement, or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract, agreement, or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this Article shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this Article are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The service provider shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the service provider shall not only offer return transportation to a witness at a time

when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this Article apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law, contract, or agreement, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least 5 calendar days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Service Provider Requirements.* The service provider shall—

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this Article; and (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the agreement, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this Article.

(d) *Notification.* The service provider shall inform the CO immediately of—

(1) (i)Any credible information it receives from any source (including host country law enforcement) that alleges a service provider employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this Article (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that Article is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the service provider has credible evidence of fraud); and (ii)Any actions taken against service provider employees, subcontractors, or subcontractor employees pursuant to this Article.

(2) If the allegation may be associated with more than one contract, the service provider shall inform the CO for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the service provider's failure to comply with the requirements of paragraphs (c), (d), or (f) of this Article may result in—

(1) Requiring the service provider to remove a service provider employee or employees from the performance of the agreement;
(2) Requiring the service provider to terminate a subcontract;
(3) Suspension of contract payments until the service provider has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined service provider non-compliance;

(5) Declining to exercise available options under the agreement;
(6) Termination of the agreement for default or cause, in accordance with the termination Article of this contract; or
(7) Suspension or debarment.

(f) *Mitigating Factor.*

When determining remedies, the CO may consider the following:

(1) Mitigating factors. The service provider had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, which may include reparation to victims for such violations.

(2) Aggravating factors. The service provider failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the CO to do so.

(g) *Full cooperation.* (1) The service provider shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any service provider rights arising in law, the FAR, or the terms of the agreement. It does not-

(i) Require the service provider to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the service provider, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the service provider from-

(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the agreement or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the agreement that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The service provider shall maintain a compliance plan during the performance of the agreement that is appropriate-

(i) To the size and complexity of the agreement; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following.

(i) An awareness program to inform service provider employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this Article, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the service provider or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this Article) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The service provider shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the service provider's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the service provider shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The service provider shall provide the compliance plan to the CO upon request.

(5) Certification. Annually after receiving an award, the service provider shall submit a certification to the CO that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this Article and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the service provider's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this Article have been found, the service provider or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The service provider shall include the substance of this article, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this Article apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this Article to submit a certification, the service provider shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this Article.

A. Information Governance and Privacy

PRIVACY REQUIREMENTS FOR CONTRACTOR AND PERSONNEL

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at https://www.dhs.gov/system-records-notices-sorns. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at https://www.govinfo.gov that replaced the FDsys website in December 2018. SORNs may be updated at any time.

Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the contractor shall perform all tasks described in this document at authorized Government facilities; the contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

Prior Approval Required to Hire Subcontractors

The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and

(3) termination of any technological access to the contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

Contractor's Commercial License Agreement and Government Electronic Information Rights

Except as stated in the Performance Work Statement and, where applicable, the contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Privacy Lead Requirements

If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the contractor shall assign or procure a Privacy Lead, to be listed under the SOW or PWS's required Contractor Personnel section. The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Unit, the Office of the Chief Information Officer, and the Records and Data Management Unit to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

B. Data Ownership

1. **Accessibility of Government-owned Data**
   All stored program data associated with this acquisition shall be owned by the Government. As such, it shall be made accessible to the Government in accordance with the Minimum Data Access Capability described below. This accessibility is required to allow full data transparency, flexibility in performing data analytics, and integration with data from other government programs.

   In addition to the Minimum Data Access Capability, the Government prefers, but does not require, that program data be accessible via Enhanced Access Capabilities as described below.

   Definition of **"program data"**: Program Data refers to any data resulting from ICE and DHS organizational activity. Examples of such data include but are not limited to administrative data resulting from human resource, management, and financial actions, as well as operational data resulting from performance of the ICE mission.

   Definition of **"associated with this acquisition"**: Program Data is associated with an acquisition if it is created by DHS organizational activity that is facilitated by the contractor. Examples of how a contractor might facilitate organizational activity follow:
   - Program data is stored by contractor personnel
   - Program data is stored by software that is managed, developed, or used by the contractor

- Program data is stored in a repository that is managed, developed, or used by the contractor

2. Minimum Data Access Capability

- The current version of all Program Data is accessible to the Government within 24 hours of request, as well as on any pre-defined schedule as required by the Government.

  Data access can occur by various means, provided that Government security requirements are met, and data is accessible in a format that is acceptable to the Government. Examples include but are not limited to APIs that are consumable by the Government, files made available for Government download (e.g., Excel Spreadsheets), or direct database query by federal or contractor personnel.

- The contractor shall format program data accessed by the Government to anticipate the maximum file size of any data to be accessed. File size shall be small enough to assure rapid processing by government applications.

- The contractor shall provide the means for the Government to interpret accessible Program Data as follows:

  - Data elements and groupings of data elements shall be clearly identifiable by labels embedded in the data itself, or by a separate schema or file layout which allows such elements and groupings to be identified.
    In the case of a relational database schema defined through Data Definition Language (DDL), data elements would be represented as columns, and groupings of data would be represented as tables. In addition, relationships between tables would be described as foreign key relations.
  - Labels or names used to identify data elements and groupings of data elements shall be approved by the Government. In addition, each label or name shall be associated with a government approved definition which describes the content of data held therein.
  - Program data delivered to the Government shall conform to the Government approved definition for each data element and grouping of data elements.
  - All data accessible by the Government shall be both machine readable and human-readable in plain text.
  - All reference data associated with Program Data also needs to be accessible to the Government. Such reference data is required to provide complete understanding of a record.

    Reference Data Example: Program data may include a city code which uniquely identifies a city. Reference data associated with a city code may include its name, geographic boundaries, population, median income, etc. This example is provided for clarification of the meaning of reference data and may or may not apply to this specific acquisition. Examples of other reference data codes would include codes representing eye color, gender, country of origin, etc.

3. **Enhanced Access Capabilities**

The Government prefers that sharing of program data take place via an Application Programming Interface (API) or multiple APIs. APIs allow the Government to efficiently consume data via a widely recognized standard where the data has been completely abstracted from the technology platform that produces it.

In addition, the Government prefers that sharing of program data take place using techniques that enhance efficiency, such as Change Data Capture (CDC). CDC enhances efficiency of data transfer by providing only incremental updates to program data as opposed to providing all program data each time data is shared.

C. Records Management

REC: 1.1: Required DHS Basic Records Management Training: The contractor shall provide DHS basic records management training for all Government contractor employees and Subcontractors at the outset of their work on the contract and every year thereafter. A hardcopy of the training will be provided as vendors will not have access to ICE systems The contractor shall maintain copies of certificates as a record of compliance. The contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the contractor's employees and Subcontractors.

REC 1.2: Federal Records are the Property of the U.S. Government: The contractor shall treat all federal records (as defined in 44 U.S.C. § 3301) under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. Any records containing information regarding detainees are considered Federal records and the contractor shall comply with 8 C.F.R. §236.6. The contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. As consistent with Federal records schedules and the terms of this contract, the contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. Prior to any destruction, the contractor shall consult with the Contracting Officer or Contracting Officer's Representative to ensure any such destruction follows the governing National Archives and Records Administration (NARA) records control schedule. The Agency owns the rights to all information and records produced as part of this contract.

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The contractor shall not create or maintain any records containing any Government agency data that are not specifically tied to or authorized by the contract.

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

REC 1.5: Comply With All Records Management Requirements: The contractor agrees to comply with Federal records management laws, regulations, and Agency policies, including those associated with the safeguarding of records covered by the Privacy Act of 1974, 44 U.S. Code Chapter 31 (Records Management By Federal Agencies), and CFR Title 36 Chapter XII Subchapter B (Records Management). These include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the governing NARA records control schedules. The contractor must report any unlawful or accidental removal, defacing, alteration, or destruction of records to the COR immediately upon discovery.

REC 1.7: Return of all Federal and Agency Records: Upon termination or expiration of the contract, the Contractor must return all Federal and Agency records created or maintained as part of the contract. These records must be returned to the Contracting Officer, Contracting Officer's Representative, or other Designated Agency Representative in a format that ensures they are accessible to the Agency without the use of proprietary software that requires the Agency to engage in additional acquisition or procurement actions.

REC 1.8: Submission of a Records Plan: Prior to the start of the contract, the contractor must submit a Records Plan outlining how it will maintain ICE records throughout the duration of the contract period. The plan must include the following items:

a. A statement acknowledging awareness of relevant General Records Schedules (GRS); DHS records schedules; and ICE records schedules and their intent to comply with the applicable retention requirements. (ICE records schedules can be found at the following link: Records Control Schedules | National Archives)
b. A summary of recordkeeping activities it plans to undertake to ensure all records are properly maintained during the entire records lifecycle (e.g., creation, disposition, etc.). This summary must include where and how ICE records will be stored in an acceptable climate-controlled environment.
c. A summary of electronic recordkeeping activities it plans to undertake to ensure compliance with electronic records management (ERM) practices that are currently underway in ICE (e.g., cloud storage, metadata management, etc.). The plan must include details regarding any video/audio records it creates or uses and how they will be stored during lengthy periods of time.
d. A point of contact for addressing recordkeeping issues and rectifying any discrepancies noted during a records assessment and/or inspection.

The Records Plan must be approved by the ICE Records Officer no sooner 30 days before the start of the contract period.

D. Compliance with DHS Security Policy Terms and Conditions:

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

E. Security Review Terms and Conditions

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

F. Contractor Employee Access (July 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans,

contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

Alternate II (JULY 2023)

When the Department has determined contract employee access to controlled unclassified information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to information resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

G. Safeguarding of Controlled Unclassified Information (July 2023)

(a) *Definitions*. As used in this clause—

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an

individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors.*

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*. If the Component SOC is not

available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors.* Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a *FIPS 140-2/140-3 Security Requirements for Cryptographic Modules* validated cryptographic module identified on *https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules*. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(i) Unique Entity Identifier (UEI);
(ii) Contract numbers affected unless all contracts by the company are affected;
(iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
(iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
(v) Contracting Officer POC (address, telephone, and email);

(vi) Contract clearance level;
(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
(viii) Government programs, platforms, or systems involved;
(ix) Location(s) of incident;
(x) Date and time the incident was discovered;
(xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
(xii) Description of the government PII or SPII contained within the system; and
(xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements.*

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections;
(ii) Investigations;
(iii) Forensic reviews;
(iv) Data analyses and processing; and
(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, *Guidelines for Media Sanitization.* The Contractor shall certify and confirm the sanitization of all government and government-activity related files and

information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, *Guidelines for Media Sanitization*, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

ALTERNATE I (JULY 2023)

(h) *Authority to Operate.* The Contractor shall not collect, process, store, or transmit CUI within a Federal information system until an ATO has been granted by the Component or Headquarters CIO, or designee. Once the ATO has been granted by the Government, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. Unless otherwise specified in the ATO letter, the ATO is valid for 3 years. An ATO is granted at the sole discretion of the Government and can be revoked at any time. Contractor receipt of an ATO does not create any contractual right of access or entitlement. The Government's grant of an ATO does not alleviate the Contractor's responsibility to ensure the information system controls are implemented and operating effectively.

(1) *Complete the Security Authorization process.* The Security Authorization (SA) process shall proceed according to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems* (Version 13.3, February 13, 2023), or any successor publication; and the *Security Authorization Process Guide*, including templates. These policies and templates are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(i) *Security Authorization Package.* The SA package shall be developed using the government-provided Security Requirements Traceability Matrix and SA templates. The SA package consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). The Contractor shall submit a signed copy of the SA package, validated by an independent third party, to the COR for review and approval by the Component or Headquarters CIO, or designee, at least 30 days prior to the date of operation of the information system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of modified documents.

(ii) *Independent Assessment.* Contractors shall have an independent third party validate the security and privacy controls in place for the information system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800–53, *Security and Privacy Controls for Information Systems and Organizations*, or successor publication, accessible at *https://csrc.nist.gov/publications/sp*. The Contractor shall address all deficiencies before submitting the SA package to the COR for review.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the Contractor shall renew the ATO every 3 years. The Contractor is required to update its SA package as part of the ATO renewal process for review and verification of security controls. Review and verification of security controls is independent of the system production date and may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. The updated SA package shall be submitted for review and approval by the Component or Headquarters CIO, or designee, at least 90 days before the ATO expiration date. The Contractor shall update its SA package by one of the following methods:

(i) Updating the SA package in the DHS Information Assurance Compliance System; or

(ii) Submitting the updated SA package directly to the COR.

(3) *Security Review.* The Government may elect to conduct periodic reviews to ensure that the security requirements contained in the contract are being implemented and enforced. The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in security review activities. The Contractor shall afford DHS, the Office of the Inspector General, other government organizations, and Contractors working in support of the Government access to the Contractor's facilities, installations, operations, documentation, databases, networks, systems, and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Component or Headquarters CIO, or designee, to coordinate and participate in review and inspection activity by government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government (including providing all requested images), for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Federal Reporting and Continuous Monitoring Requirements.* Contractors operating information systems on behalf of the Government shall comply with Federal reporting and information system continuous monitoring requirements. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2015 DHS Information Security Performance Plan, or successor publication, accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*. The plan is updated on an annual basis.

Annual, quarterly, and monthly data collection will be coordinated by the Government. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for information systems. The Contractor shall provide the COR with requested information within 3 business days of receipt of the request. Unless otherwise specified in the contract, monthly continuous monitoring data shall be stored at the Contractor's location for a period not less than 1 year from the date the data are created. The Government may elect to perform information system continuous monitoring and IT security scanning of information systems from government tools and infrastructure.

(End of clause)

Notification of Credit Monitoring Requirements for Personally Identifiable Information Incidents (July 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);
(ii) Date of birth (month, day, and year);
(iii) Citizenship or immigration status;
(iv) Ethnic or religious affiliation;
(v)Sexual orientation;
(vi) Criminal history;
(vii) Medical information; and
(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

(i) A brief description of the incident;
(ii) A description of the types of PII or SPII involved;
(iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
(iv) Steps individuals may take to protect themselves;
(v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
(vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) Triple credit bureau monitoring;
(ii) Daily customer service;

(iii) Alerts provided to the individual for changes and fraud; and
(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period;
(ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
(iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
(iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
(v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

Information Technology Security Awareness Training (July 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable

for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

Privacy Training – Alternate I (DEVIATION)(July 2023)

(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A–130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at *http://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of the Subgrant for Highway Traffic Safety Funds - Sober Roads Initiative

SUGGESTED ACTION: Approval of the FY 2025-2026 FDOT DUI grant.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the FY 2025-2026 FDOT DUI grant contract number G3J38 project titled the Sober Roads Initiative, allocating $22,000 for enhanced DUI enforcement/education within the City of Bradenton. FDOT will reimburse the City of Bradenton for enhanced enforcement and public outreach operations.

FINANCIAL IMPACT:
Reimbursement of up to $22,000.

No additional equipment or personnel.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal.

SUGGESTED MOTION:
Motion to accept the Subgrant for Highway Traffic Safety Funds, Agreement G3J38.

ATTACHMENTS:
Subgrant for Highway Traffic Safety Funds Agreement G3J38

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** M5HVE-2026-00352	**FDOT Contract Number:** G3J38
Federal Funds Awarded: $22,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2026

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Sober Roads Initiative
2. Federal Funding: $22,000 Match: $0 Total Cost: $22,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Bradenton	Agency Name:	Bradenton Police Department
Address:	101 Old Main Street	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000283 001

6. Federal Unique Entity Identifier (UEI) Number: 408775570000

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Rob Perry	Name:	Jeremy Giddens
Address:	101 12th St West	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205
Telephone:	(941) 932-9442	Telephone:	(941) 932-9350
E-mail:	Rob.Perry@bradentonFL.gov	E-mail:	Jeremy.Giddens@bradentonpd.com
9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Lance Williams	Name:	Robert Bordin
Title:	Chief Operating Officer	Title:	Lieutenant
Telephone:	(941) 932-9433	Telephone:	(941) 932-9305
E-Mail:	Lance.Williams@bradentonFL.gov	E-Mail:	Robert.Bordin@bradentonpd.com

11. Payment Remittance Address:
    - Name: City of Bradenton
    - Address: 101 Old Main St.
    - City: Bradenton
    - State: Florida
    - Zip: 34205

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Statewide in 2024, Florida had 380,579 traffic crashes, 3,125 fatalities, and 246,008 injuries (Florida Highway Safety and Motor Vehicle Crash Dashboard), with 5,292 of those crashes related to impaired driving related to alcohol or drug use (FLHSMV Crash Dashboard). It should be noted: Florida ranks third in the nation for fatal car crashes. 608 lives were lost, while 3,152 people suffered serious bodily injury because of impaired driving (FLHSMV Crash Dashboard). During the same time, Bradenton had 1,738 crashes, 42 of which were due to impaired driving, causing one fatality and one serious injury.

According to data supplied by Signal Four Analytics and internal data, the State of Florida's impaired driving crashes make up approximately 2.05% of the 2024 crashes, while the City of Bradenton's impaired driving crashes are slightly above the state average at 2.41%, which shows more work must be done to eliminate impaired drivers within the City of Bradenton. Reducing the number of impaired driver-related traffic crashes remains a priority and a significant traffic hazard within Manatee County. Bradenton is no longer a small-town tourist destination. The city is now a thriving community boasting vibrant neighborhoods and a renaissance within the Downtown Corridor. We must confront impaired driving head-on and reduce the number of alcohol-related traffic crashes and fatalities; even one lost life or injury is far too many for our community.

The city of Bradenton is Manatee County's largest incorporated city, with nearly 60,000 permanent residents, and is the county seat of the Manatee County Government. Every year, our population is supplemented by temporary residents looking for warmer weather along the West Coast of Florida. Bradenton is one of the best areas to live, work and visit. Bradenton encompasses approximately sixteen (16) square miles along the West Coast of Florida in the Tampa Bay region. It is a top tourist destination and the southern home of the Pittsburgh Pirates during the Major League Baseball Spring Training Season, bringing additional traffic to the area.

Bradenton has five (5) state roadways that act as main thoroughfares, numerous counties, and locally maintained roads that comprise the remainder of the city. Very few of these roads have been updated to handle the additional traffic they receive, which has been a factor in the increase in crashes over the years. According to the Florida Department of Transportation Highway Safety Matrix, Group II, the city of Bradenton has been in the top categories of cities for impaired driving for several years. For the FY 2025-2026, Bradenton is listed as number 29 in impaired driving.

Driver actions have affected the number of fatalities and crashes impacting our community. Enhanced enforcement will combat these behaviors and reduce the number of impaired drivers on our roadways. Previous proactive enforcement has been effective, and the City of Bradenton is no longer number one for impaired drivers. Now is not the time to reduce our efforts to combat impaired drivers on our roads.

2. Proposed Solution:

With the FDOT subgrant funding, the Bradenton Police Department (BPD) will utilize countermeasures detailed in the National Highway Traffic Safety Administration (NHTSA) 11th Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's found under Chapters 1 and 2: Alcohol Impaired Driving, and Drug-Impaired Driving. This includes CTW Chapter 1 Sections:

• Enforcement:
- High Visibility Saturation Patrols
- Zero-Tolerance Law Enforcement
- Integrated Enforcement

Other countermeasures BPD plans to use and implement:

• Other Strategies for Behavior Change
- Mass-Media Campaigns
- Alternative Transportation

CTW Chapter 2 Section:

• Drug-Impaired Driving: Subsection
- Enforcement of Drug-Impaired Driving

BPD will conduct 10 publicized Driving Under the Influence (DUI) high visibility enforcement (HVE) saturation/heightened operations/patrols during the project period. These patrols will consist of officers patrolling specific areas (determined by crash and arrest data) looking for impaired driving behaviors. Each officer receiving overtime reimbursement during high visibility enforcement operations will have their efforts documented using an activity report supplied by the Florida Department of Transportation (Form 500-065-25 Impaired Driving High Visibility Enforcement Activity Report). Officers may also respond to crashes where the driver(s) appear intoxicated as part of this sub-grant. Education efforts will consist of communicating impaired driving education via press releases, social media use, and community education. The State of Florida conducts mass media campaigns yearly, which increases impaired driving campaigns. The Bradenton Police will utilize resources provided by partners to boost impaired driving messaging.

A publicized HVE saturation patrol consists of law enforcement officers patrolling a specific area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. Saturation patrols will be extensively publicized and conducted regularly.

Each law enforcement officer receiving overtime reimbursement during any HVE saturation will have their work documented through the use of an activity report. We understand that we can either use the FDOT Impaired Driving High Visibility Enforcement Activity Report or our agency's activity report. If we use our activity report, we understand it must, but is not limited to:

- Name of the law enforcement officer

- The Date, Start and End Time, and Total Hours Worked That Shift

- Location of Each Contact

- Type of contact (DUI, speed, aggressive driving, safety belt violation, etc.)

- If citations/warnings/arrests are coded, a definition of each code must be provided. Example Code: A. – No Safety Belt

- If the contact was a citation, warning, and/or arrest

- Comments on that contact. Example Comments: 2 Speeding Citations/1 Safety Belt Warning Speeding educational materials provided; and

- A listing of statistics for that activity report that includes totals (at minimum); Total Number of Contacts, Total Number of Educational Materials Distributed, Total Arrests (DUI), Total Speed Citations, and Total Safety Belt Citations. (Note: Child Passenger Restraint violations do count toward the total safety belt violations).

Our downtown area has several bars that get busy on weekend nights and numerous other restaurants and bars throughout the city and county. While working overtime from sub-grant awarded funds, officers will check for compliance with underage drinking at local establishments, including but not limited to bars, stores, and restaurants. While conducting enforcement throughout the grant period, the Traffic Unit will utilize a previously purchased message board with impaired driving and other traffic safety messages.

Additionally, the Bradenton Police Department will utilize our Public Information Office and our Social Media Manager throughout the year to inform users of operations. The Bradenton Police Department will conduct, at a minimum, twenty-four (24) public information campaigns during this sub-grant period. These will include traditional media, social media, and message board use. Additionally, although very few of our crashes are related to underage drinking, at least two (2) educational outreach programs aimed at educating youth within

our community about the dangers and consequences of impaired driving will be conducted.

During all enforcement operations related to this subgrant, drug-impaired driving and zero-tolerance traffic laws will be enforced. All impaired driving enforcement operations related to this subgrant will be conducted in accordance with the Conditions of Subgrant Agreement as listed in Part V.

All enforcement activities will start within 60 days of this subgrant's award date unless otherwise approved by the FDOT State Safety Office. BPD will also be conducting and/or participating in 2 educational/community outreach events focused on increasing awareness around the dangers of impaired driving during the project period. Our agency will conduct a public engagement campaign through the use of message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 24 times during the project period.

Lastly, we will also participate in the Drive Sober or Get Pulled Over campaign waves throughout the year.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
b. Strive to decrease impaired driving-related crashes and fatalities city-wide by 2% when compared to the 10/01 to 06/30 time period from the previous year.
c. Conduct at least 10 impaired driving high visibility overtime enforcement operations during the project period.
d. Participate in the National Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
e. Conduct a minimum of 2 educational/community outreach events to increase impaired driving awareness during the project period and provide details.
f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e. message boards, local media outlets, social media, press releases, and/or printed materials) at least 24 times during the project period.

4. Evaluation:

a. Enforcement activity start date.
b. Impaired driving-related crashes and fatalities are reduced by 2% city-wide, compared to the 10/01 to 06/30 time period from the previous year.
c. Number of impaired driving high visibility overtime enforcement operations conducted during the project period.
d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
e. Detail all educational/community outreach events conducted and/or participated in to increase impaired driving awareness during the project period.
f. Number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Sober Roads Initiative

Project Number: M5HVE-2026-00352

FDOT Contract Number: G3J38

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare).	$22,000	$0	$22,000	No
	Subtotal:	**$22,000**	**$0**	**$22,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$22,000**	**$0**	**$22,000**	

Part IV: PERFORMANCE REPORT

Project Title: Sober Roads Initiative

Project Number: M5HVE-2026-00352

FDOT Contract Number: G3J38

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

(h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

(2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

(3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

(4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term “automated traffic enforcement system” includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year’s Day, NFL Super Bowl, St. Patrick’s Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☑ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $22,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A3752530000405DFLM	05/14/2025

Project Title: Sober Roads Initiative

Project Number: M5HVE-2026-00352

FDOT Contract Number: G3J38

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: Gene Brown
Authorized Representative's Name Printed

Title: Mayor
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: Josh Cramer
Authorized Representative's Name Printed

Title: Police Chief
Authorized Representative's Title Printed

Date: _____
Date Signed

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of the Subrecipient Agreement for West Coast Inland Navigation District (WCIND) Waterway Development Program

SUGGESTED ACTION: Acceptance of the WCIND Subrecipient Agreement.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department was previously been awarded funding from WCIND for the purchase of a new boat and equipment. This agreement is for match funding to support patrol operations, covering overtime costs and fuel expenses for the boat deployment. The boat will be used for marine patrol, public events, and safety operations, and these funds will increase the total amount of time the boat is deployed. Total funding from WCIND is $34,222, with the City of Bradenton contributing $34,222 for a total of $68,444.

FINANCIAL IMPACT:
This is a match requirement for boat operations. The City of Bradenton's match is $5,418 for fuel and $28,804 for overtime costs. The Bradenton Police Department does not operate a full-time marine unit, and these funds will be used to increase boat use and deployment. The Police Department will absorb costs within existing approved budgeted funds, no additional personnel are proposed.

ATTORNEY REVIEW/RECOMMENDATION:
Police Legal Advisor has reviewed.

SUGGESTED MOTION:
Motion to accept the WCIND Subrecipient Agreement M-419.

ATTACHMENTS:
Subrecipient Agreement M-419

SUBRECIPIENT AGREEMENT
FOR WEST COAST INLAND NAVIGATION DISTRICT WATERWAY DEVELOPMENT PROGRAM

Agreement: M-419

THIS AGREEMENT is entered into October 1, 2025, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and City of Bradenton hereinafter referred to as "Recipient" and is for City of Bradenton Boat Operations, hereinafter "Project" to be carried out with funding provided by the West Coast Inland Navigation District hereinafter "WCIND" under its Waterway Development Program.

WHEREAS, the County has entered into a Project Agreement with WCIND for the Waterway Development Grant Program and assumes responsibility for the grant funds; and

WHEREAS, funds received from WCIND through the Waterway Development Grant Program are committed for expenditure in program activities that meet WCIND's criteria for the grant; and

WHEREAS, the County has approved the Recipient's request for funding under the WCIND Waterway Development Program by adoption of [RESOLUTION R-25-086]; and

WHEREAS, it is in the best interest of the County and the Recipient, and serves a valid public purpose, for the County to fund the water development program of the Recipient in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing which is incorporated herein by reference, the parties hereto agree as follows:

A) Reimbursement. The County agrees to reimburse the Recipient in an aggregate amount not to exceed $34,222.00 for actual Project costs incurred in accordance with the terms and conditions in the WCIND Waterway Development Program Project Agreement "Project Agreement" between the WCIND and the County **(**ATTACHMENT A).

1. Submission of Written Request and Invoice. The grant funds shall be disbursed to Recipient upon receipt by the County of:
    a) A completed W9 (with first billing only) and copies of all paid invoices with sufficient supporting documentation; and
    b) a report indicating what activities occurred during the billing period.
2. Processing and Payment. The County shall review the invoice (ATTACHMENT B) and either approve the invoice for payment or request from the Recipient additional information. If the invoice is approved for payment, the County shall remit payment to the Recipient within forty-five (45) days of the date of the original submittal to the County. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the Recipient and make partial payment of the amount

which is not in dispute pursuant to this paragraph. The Recipient and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

3. Availability of Funds. The obligation of the County to reimburse the Recipient for reimbursable costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund such reimbursements from WCIND funds provided pursuant to the Project Agreement. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida.

B) Recipient's Obligations. The Recipient agrees, warrants, and covenants as follows:

1. All monies expended shall be for services, equipment and supplies solely used to further WCIND's Waterway Development Program goals and objectives, as set forth in the WCIND's grant program guidelines, Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code.
2. Any capital equipment expenditure made under this grant shall become the property of the County when they are no longer necessary for the Recipient's Project unless the County releases the capital equipment to the Recipient.
3. Recipient shall utilize procedures established by Chapter 287, Florida Statutes, and the Manatee County Procurement Code in effecting and documenting purchases made through expenditure of WCIND grant funds.
4. This grant program is not subject to funding by the Florida Boating Improvement Program of the Florida Department of Environmental Protection sources under Chapter 68, Florida Administrative Code.
5. Facilities developed with the assistance of this grant shall be for the use and benefit of the general public.
6. Grant funds are subject to Chapter 66A-2.005, Florida Administrative Code, and shall not be used for following purposes: land acquisition projects; pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utility fees; planning studies to determine the demand for facilities or improvements eligible for funding by this Program; tools, equipment, boats, motors, office furniture and supplies; law enforcement and safety equipment; contract labor and materials not used exclusively for the authorized Project; in-house labor, equipment or other services; and operational or administrative costs.
7. The Recipient shall initiate the Project within six (6) months after Approval Date as defined in the Project Agreement between WCIND and the County and shall complete the Project within three hundred and sixty-five (365) days from the Approval Date of the Project Agreement. Said completion date may be extended for good cause as defined by Rule 66A-2.007(9), Florida Administrative Code, upon written request

from the Recipient, but in no event shall completion date be extended beyond three (3) years following the approval of the Project.

8. The Recipient shall submit progress reports, on a quarterly basis (due on December 31, March 31, June 30 and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information and in a format as directed by the County **(**ATTACHMENT C). Photographs shall be submitted when appropriate to reflect work accomplished.

C) Financial Records and Accounting. The Recipient shall keep and maintain accurate financial records related to the expenditure of grant funds in accordance with generally accepted accounting principles, and these records shall be available at all reasonable times for inspection, review, or audit by the County, the Clerk of the Circuit Court, or WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period, and in the case of a dispute the records shall be kept until the Recipient receives notice from the County that it does not need to retain these records any longer.

1. All expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Executive Director of WCIND and the Clerk of the Circuit Court of Manatee County, who may seek additional information as the circumstances require.
2. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments, including the Americans with Disabilities Act.

D) Indemnification. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods or services associated with the Program conducted with grant monies. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient. To the extent authorized by and in accordance with Section 768.28, Florida Statutes, each party shall indemnify, demands, costs, penalties, fines, or liabilities or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission of the indemnifying party or its agents, consultants, contractors, officers or employees' own negligent or wrongful acts or omissions, debts, or liabilities resulting from the subject matter of this Agreement. Notwithstanding any other provision herein, neither party waives sovereign immunity.

E) Public Records. The Recipient Shall:

1. Keep and maintain public records required by the County to perform the Activities. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the County.
3. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Lacy.Pritchard@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

F) Construction.

1. Entire Agreement: This Agreement represents the full agreement of the parties.
2. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.
3. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

G) Duration and Termination. This Agreement is for twelve months and shall terminate September 30, 2026. Upon termination, the Recipient shall provide a final invoice to the County and the County shall make a final reimbursement then due and owing for all reimbursable costs incurred on or prior to the date of termination under this Agreement and not previously invoiced. The County shall have the right to terminate this Agreement and demand a full refund of all monies reimbursed to Recipient from the County under this Agreement, upon the occurrence of one or more of the following events:

1. Should WCIND determine that the County is not a qualified grantee for funds awarded under the applicable statutes;

2. In the event that Recipient fails to provide the reports and documents required under this Agreement in accordance with the grant criteria or fails to expend the funds in a manner consistent with the grant criteria;
3. Should the Recipient fail to comply with the terms of this Agreement or it is determined that a material omission or misrepresentation occurred in the application **(**ATTACHMENT D) for funding by the Recipient; or
4. In the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, the rules of the WCIND, or other applicable statutes and rules.

Upon receipt of notice by the County of the occurrence the above listed event(s), the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement regardless of whether such funds have already been expended or encumbered by the Recipient.

H) Amendments. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by both parties. Any amendments to this Agreement shall become effective upon approval and execution by both parties.

I) Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

J) Severability. Should any section, sentence, or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

K) Validity. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

L) Governing Law. This Agreement shall be governed by the laws of the State of Florida and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code). In the event

that a provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not previously been expended.

M) Venue. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

N) Notices. All notices, demands, request for approvals, or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by recognized national courier service or by hand delivery to the office of each party indicated below addressed as follows:

To the County:
Manatee County Government
1112 Manatee Avenue West
Bradenton, Florida 34205
ATTN: County Administrator

with a copy to:
Government Relations Dept., Grant Division
1112 Manatee Avenue West
Bradenton, FL 34205
Annette.Cottrell@MyManatee.org
941-742-5923

To the Recipient:	with a copy to:
Organization: City of Bradenton	
Address: 100 10th St. W.	
City State Zip: Bradenton, FL 34205	
Email: Jeremy.Giddens@bradentonpd.com	
Phone: 941-932-9350	

O) Catastrophic Events. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

P) Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof, accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Recipient and any providers of promotional, advertising or other services, or goods, purchased by the Recipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or

conditions hereof.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed herein below set forth.

MANATEE COUNTY, a political subdivision of the State of Florida

By: _____
County Administrator

Date: _____

Witness: _____

City of Bradenton

By: _____
Mayor Gene Brown

Date: _____

Witness: _____

ATTACHMENT A – Project Agreement with WCIND and Manatee County

WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT

Manatee County Contract No.: _____
WCIND Project No.: M419
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Agreement") made and entered into this 20th day of May, 2025, by and between the West Coast Inland Navigation District ("WCIND"), and Manatee COUNTY (the "County"), collectively the "Parties".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the "Program"), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s):☐Public Navigation; ☐Boater Recreation; ☐Boating Safety and Education; ☒Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the "Project"), more specifically described as follows.

a. **Project Title.** [City of Bradenton Boat Operations]

b. **Project Scope.** [Funds to support fuel and labor to conduct marine patrol, public events, and safety operations. These funds will support public safety operations to ensure safe public events, boating safety, and wildlife protection.]

2. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on [Enter effective date – for budget-cycle projects the effective date is October 1st of the year of approval; for off-cycle projects, the effective date is the WCIND Board meeting date where the project is approved] and have a term of one year ("Project Period"). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County's control which warrant the extension. Extension requests shall be submitted for the WCIND Board's consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. **Failure to Timely Perform.** Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement

payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

3. PROJECT FUNDING. WCIND shall obligate and make available to the County an amount of $ 34,222 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. Matching Funds. Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of $ 34,222 available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. Marine Law Enforcement Funds. Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. Pre-Agreement Costs. Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. PROJECT MANAGEMENT; NOTICES. The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:
Jeremy Giddens, Grants/School Speed Zone Program Specialist
100 10th St. W, Bradenton, FL 34205
941-932-9350
Jeremy.giddens@bradentonpd.com

County Liaison Agent:
Annette Cottrell, Grant Supervisor Post-Award
1112 Manatee Ave W., Bradenton, FL. 34205
Phone: 941-748-4501 ext 8022

Email: annette.cottrell@mymanatee.org

5. STATUS REPORTS. The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. PROJECT ACCESSIBILITY. Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. USER FEES. The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. PROJECT CONDITIONS. This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. ADDITIONAL PROJECT CONDITIONS. WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

a. Exhibit "B", Matching Funds Certification Requirement, if any.
b. Exhibit "C", Certification of Law Enforcement Funds, if any.
c. Exhibit "D", Pre-Agreement Costs, if any.
d. Exhibit "E", Residential User Fees, if any.
e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. PROJECT RECORDS; INSPECTION. The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. DEFAULT; REMEDIES.

a. Notice; Opportunity to Cure. If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require

the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. INDEMNIFICATION; SOVEREIGN IMMUNITY. Each Party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity and the liability limitations set forth in Section 768.28, Fla. Stat.

17. VENUE; GOVERNING LAW. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. ATTORNEY'S FEES. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. MUTUAL TERMINATION. Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[*End of provisions – Signature page follows*]

ATTEST: [Print Name],
AGENCY CLERK

By: _____
[Print Name], Executive Director and
Agency Clerk

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
WCIND Chair

Date: 10-16-2025

ATTEST:

By: _____
For. County Clerk

_____ **County**

By: _____
[Print Name & Title] George Kruse Chairman

Date: 5/20/25

EXHIBIT "A"
FUNDING APPLICATION

EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____ Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

_____ _____
Date County Liaison Agent

_____
County Administrator or
Financial Officer

EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

_____ _____
Date County Liaison Agent

_____
County Administrator or

Financial Officer

EXHIBIT "D"
PRE-AGREEMENT COSTS

EXHIBIT "E"
RESIDENTIAL USER FEES

EXHIBIT "F"
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS

EXHIBIT "G"
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Amendment") is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District ("WCIND"), and _____ COUNTY (the "County"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, on _____the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement ("Agreement") with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County's requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.

2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:

a. **SECTION 1 - PROJECT.** The requested change to the Agreement's Project [select Category, Title and/or Scope] has been approved. The Agreement's [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit "A", Project Scope and Budget, containing the new Category, Title and/or Scope].

b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from $_____ to $_____ has been approved. The Agreement's Project funding amount is amended to now read $_____ and the new Exhibit "A", Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit "A".

4. **[Insert other Sections and detail amendments as necessary]**

5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit "A", are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[*End of provisions – Signature page follows*]

[*Signature block for amendments to Project Scope and other changes with no changes in Funding Amount*]

WEST COAST INLAND NAVIGATION DISTRICT

By:_____
(Signature & Date)

_____
(Print Name & Title)
Address:

Phone:
Fax:
Email:

_____ **County**

By:_____
(Signature & Date)

_____
(Print Name & Title)
Address:

Phone:
Fax:
Email:

[*Signature block for amendments to Project Category and/or Funding Amount*]

ATTEST: [Print Name], AGENCY CLERK

By: _____
[Print Name], Executive Director and Agency Clerk

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
WCIND Chair

Date: _____

ATTEST:

By: _____
County Clerk

_____ **County**

By: _____
[Print Name & Title]

Date: _____

RESOLUTION R-25-093

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECTS AND AUTHORIZING THE SUBMISSION OF SAID APPLICATIONS.

WHEREAS, the West Coast Inland Navigation District, hereinafter referred to as "WCIND", is empowered and authorized by Section 374.976, Florida Statutes, and by Rule 66A-2, Florida Administrative Code, to undertake projects intended to alleviate problems associated with its waterways: and

WHEREAS, pursuant to Rule 66A-2.007 Florida Administration Code, the Manatee County Board of County Commissioners, hereinafter referred to as the "County," shall approve each WCIND project application by Resolution; and

WHEREAS, the projects enumerated herein meet the eligibility requirements for WCIND funding.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Manatee River Youth Boating Education ($9,700) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2025-2026 CNIF Funding.

ADOPTED with a quorum present and voting this the 20th day of May, 2025.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.
☑ No redactions ☐ Redacted pursuant to law
☑ Full Document ☐ Page___ of ____
☑ Not LOA ☐ Letter of Administration is in full force and effect.
Witness my hand and official seal dated 5/20/25
MANATEE COUNTY CLERK OF COURT
By: _____
Deputy Clerk

ATTACHMENT B

WCIND Request for Payment

1 PROJECT NAME: _____ Date(s) of Request: _____

2 PROJECT NUMBER: _____

PROGRAM: _____ WDP _____ CNIF

3 COUNTY/Dept.: _____ (name of County) _____ (name of Department) State of Florida

4 PROJECT EXPENDITURES SUMMARY:

	TOTAL TO DATE:	THIS REQUEST:
Pre-construction expenses:		
Contractual Services:		
Materials and Supplies:		
Other Eligible Expenses:		
TOTAL:	$ -	$ -

6 WCIND FUNDS REQUESTED: $ - $ -

7 AMOUNT ALLOCATED BY WCIND

WCIND Funds previously disbursed

BALANCE AVAILABLE

WCIND Funds Requested this payment

BALANCE REMAINING

CERTIFICATION FOR REIMBURSEMENT: BY SIGNING BELOW, I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED FOR THE APPROVED PROJECT AND THAT THE PROGRESS OF THE PROJECT IS CONSISTENT WITH THE AMOUNT REQUESTED.

_____
Applicant liaison/project admin. Date

_____
Financial Officer Date

_____
WCIND Director Date

ATTACHMENT C

WCIND Quarterly Status Report

COUNTY _____ Project Number _____

Project Title _____

Project Elements % Complete

Work Accomplished

Problems Encountered

Period Covered

_____Oct-Dec	2019 1st Quarter
_____Jan-Mar	2020 2nd Quarter
_____Apr-Jun	2020 3rd Quarter
_____ Jul-Sep	2020 4th Quarter

Project Director _____ Date _____

County Liaison _____ Date _____

ATTACHMENT D – APPLICATION

WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 2/25/25

1. MEMBER COUNTY: Manatee

2. PROJECT CATEGORY:
   ☐ Public Navigation ☑ Marine Law Enforcement ☐ Environmental Education
   ☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: City of Bradenton Boat Operations 24-25

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: Funds to support fuel & labor to conduct marine patrol, public events & safety operations. These funds will support public safety operations to ensure safe public events, boating safety & wildlife protection.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☑
   IF YES, PROVIDE THE FOLLOWING:

TPO NAME:		TPO MANAGER:	
FEID:		PHONE:	
ADDRESS:		CITY:	
STATE:		ZIP:	

6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/a	

7. ESTIMATED PROJECT START DATE: 4/1/25 COMPLETION DATE: 3/31/26

8. REQUIRED ATTACHMENTS:

   A. VICINITY MAP IF APPLICABLE
   B. SITE DEVELOPMENT PLAN IF APPLICABLE
   C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: $34,222 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: $68,444 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Jeremy S. Gibbens

ADDRESS: 100 10th St W

Bradenton, FL 34205

TELEPHONE NO.: 941-932-9350

EMAIL.: Jeremy.Gibbens@bradentonpd.com

13. SIGNATURE: J.S.

14. DATE: 2/25/25

BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds[1]	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Fuel (estimated usage)	$ 5,418	$ 5,418	$10,836
$ 387 / week			
Equipment			
(specify)			
Salaries[2]			
Approx 336 hrs w/benefits	$ 28,804	$ 28,804	$57,608
Other (x2 officers)			
(specify)			
GRAND TOTAL	$ 34,222	$ 34,222	$ 68,444

SOURCE(S) OF MATCHING FUNDS: Operating expenses & capital funds.

Additional Information: _____

[1] Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

[2] Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for State Financial Assistance with the Florida Department of Law Enforcement (FDLE) - Identity Theft and Fraud Grant

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the FY 2025-2026 Identity Theft and Fraud Grant for $10,000. This program intends to increase investigation and enforcement efforts for identity theft and fraud-related cases. The grant will support enhanced investigations (overtime), training, a laptop, printer/scanners, and hard drives for data storage.

FINANCIAL IMPACT:
No additional costs to the City. The awarded funds equal $10,000.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal Advisor.

SUGGESTED MOTION:
Motion to approve award number PR004 with the FDLE.

ATTACHMENTS:
Award Number PR004 with the FDLE

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
City of Bradenton Police Department

AWARD AGREEMENT

Award Number:	PR004
Project Title:	FY2025-2026 Identity Theft and Fraud Grant
Project Period:	10/01/2025 – 06/30/2026
Awarded Funds:	$10,000.00
FLAIR Vendor ID:	596000283
CSFA Number:	71.042

THIS AWARD AGREEMENT ("Agreement") is made and entered into by and between the Florida Department of Law Enforcement ("Department" or "FDLE") and City of Bradenton Police Department ("Recipient") and is effective as of the date last signed. The Department and the Recipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS the Department has available funds resulting from an appropriation in Section 943.0412, Florida Statutes intended to provide the Recipient reimbursement of eligible costs resulting from allowable activities as defined in this agreement; and

WHEREAS the Department conducted an award solicitation to award a portion of funds to the Recipient; and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

This agreement is subject to the Special Conditions outlined in **Appendix A** and all applicable state financial assistance Standard Conditions provided in **Appendix E**.

Schedule of Appendices

This award is subject to the terms and conditions outlined in the following sections of the Agreement:

Appendix A – Special Conditions
Appendix B – Project Deliverables
Appendix C – Approved Budget
Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix E – Standard Terms and Conditions

Award Management

This state financial assistance award shall be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Scope of Work

Section 943.0412, Florida Statutes provides funding to the Florida Department of Law Enforcement to support local law enforcement agencies in the investigation and enforcement of personal identification information theft and fraud.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reporting

The Recipient shall be responsible for submitting monthly **SFA Identity Theft and Fraud Program Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	10/1/2025 – 10/31/2025	11/15/2025	**6**	3/1/2026 – 3/31/2026	4/15/2026
2	11/1/2025 – 11/30/2025	12/15/2025	**7**	4/1/2026 – 4/30/2026	5/15/2026
3	12/1/2025 – 12/31/2025	1/15/2026	**8**	5/1/2026 – 5/31/2026	6/15/2026
4	1/1/2026 – 1/31/2026	2/15/2026	**9**	6/1/2026 – 6/30/2026	7/15/2026
5	2/1/2026 – 2/28/2026	3/15/2026			

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

If a project is not operational within sixty (60) days of the original start date of the project period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date of project activities. If a project is not operational within ninety (90) days of the original start date of the award period, the Recipient must submit a second letter to the Department explaining the reasons for the delay. Upon receipt of the second letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period.

Financial Reporting

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on CJG's website: Expense Entry, Reporting Period, and Payment Request Guide. The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	10/1/2025 – 10/31/2025	11/30/2025	**6**	3/1/2026 – 3/31/2026	4/30/2026
2	11/1/2025 – 11/30/2025	12/31/2025	**7**	4/1/2026 – 4/30/2026	5/31/2026
3	12/1/2025 – 12/31/2025	1/31/2026	**8**	5/1/2026 – 5/31/2026	6/30/2026
4	1/1/2026 – 1/31/2026	2/28/2026	**9**	6/1/2026 – 6/30/2026	7/31/2026
5	2/1/2026 – 2/28/2026	3/31/2026			

To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C.** All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: case notes, invoice, proof of payment, requisitions, purchase orders, quotes, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026**. Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at https://www.myfloridacfo.com/division/aa/vendors. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at https://fs.fldfs.com/dispub2/cvnhphst.htm. Instructions for searching this website may be found at: https://www.myfloridacfo.com/division/aa/training/vendors-providers under "Job Aids".

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Recipient. This award is not eligible for an extension, per Florida law. All funds must be obligated prior to the project end date.

Award Contacts

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Jeremy Giddens
Title: Grants Manager
Address: 100 10th St West
Bradenton, FL 34205-8634
Phone: 941-932-9350
Email: Jeremy.Giddens@bradentonpd.com

Recipient Chief Official

Name: Gene Brown
Title: Mayor
Address: 100 10th St West
Bradenton, FL 34205-8634
Phone: 941-932-9450
Email: gene.brown@bradentonfl.gov

Recipient Chief Financial Officer

Name: Rob Perry
Title: City Administrator
Address: 100 10th St West
Bradenton, FL 34205-8634
Phone: 941-932-9442
Email: rob.perry@bradentonfl.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Angela Ferrara
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1253
Email: angelaferrara@fdle.state.fl.us

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
City of Bradenton Police Department

Signature: _____

Typed Name and Title: Gene Brown, Mayor

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A – Special Conditions

Award Number: PR004
Recipient: City of Bradenton Police Department
Project Title: FY2025-2026 Identity Theft and Fraud Grant
Project Period: 10/01/2025 – 06/30/2026

This Agreement is subject to the Special Conditions set forth below, in addition to the Standard Terms and Conditions outlined in **Appendix E**.

Condition No.	Condition Language
S0001	The intent of this program is to increase investigation and enforcement efforts for identity theft and fraud. Community education and awareness related expenses are not allowable under this award.

Appendix B – Deliverables

Award Number: PR004
Recipient: City of Bradenton Police Department
Project Title: FY2025-2026 Identity Theft and Fraud Grant
Project Period: 10/01/2025 – 06/30/2026

The total amount paid for these deliverables will not exceed the total amount of the award.

Deliverable 1	The Recipient will use grant funds to pay overtime salaries costs and Fringe for three (3) detectives conducting identity theft and/or fraud investigations.
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only hours worked on eligible activities and supported by appropriate documentation will be reimbursed.
Deliverable Price:	Total payments for this deliverable will be approximately $5,526.00

Deliverable 2	The Recipient will use funds to pay for lodging and meals for two detectives to attend identity theft and/or fraud related training.
Minimum Performance Criteria:	Performance will be the completion of allowable travel activities. Documentation includes an attestation of activities completed through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable costs incurred as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $1,320.00

Deliverable 3	The Recipient will use grant funds to purchase equipment and supplies for law enforcement conducting identity theft and/or fraud investigations.
Minimum Performance Criteria:	The procurement and receipt of at least one allowable item specified in the approved budget. Documentation includes an attestation of items received through the submission of the payment request.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $3,154.00

Appendix C – Approved Budget

Award Number: PR004
Recipient: City of Bradenton Police Department
Project Title: FY2025-2026 Identity Theft and Fraud Grant
Project Period: 10/01/2025 – 06/30/2026

Budget Category	Total
A. Personnel (Salary/Overtime)	$3,740.00
B. Fringe Benefits	$1,786.00
C. Travel	$1,320.00
D. Equipment	$2,792.00
E. Supplies	$362.00
H. Other Costs	$0.00
TOTAL	**$10,000.00**

Standard Budget Terms

(a) All expenditures of state financial assistance must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(b) The Department shall disallow payment of any costs with an uncleared "Withholding of Funds" condition (**Appendix A**). Payment shall be withheld until the requirements of the condition have been met and the condition has been cleared with an amendment.

(c) This is a cost-reimbursement award. Proof of payment is required for all expenditures. Acceptable forms of proof of payment include: copies of processed checks, front and back; credit card statements showing a charge has posted to the account; or bank statements showing funds have been withdrawn from an account.

(d) Invoices for goods must include, for each item: a name/description, number of units, and cost per unit. Invoices for services must contain the dates of service, description of services, number of units, and cost per unit.

(e) Sensitive or personally identifying information (PII) such as home addresses and social security numbers must be redacted from supporting documentation.

(f) All quantities, rates, and costs listed below are estimates based on the information available at the time of application or amendment.

A. Personnel (Overtime)

$3,740.00 is allocated to support overtime costs for approximately three (3) detectives working identity theft and fraud cases. The detectives' overtime rate ranges from $49.00 - $67.00 per hour.

The Department will reimburse for overtime hours worked on project activities only, at a rate of no more than time-and-a-half the regular rate of pay, or at the rate indicated in the Recipient's overtime policy. Regular hours are ineligible for reimbursement. Bonuses, stipends, and advanced payments are ineligible for reimbursement.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: timesheets that support the number of hours worked on the project, and payroll registers or pay stubs listing the employee's rate of pay, type of pay, and gross salary

.

B. Fringe Benefits

$1,786.00 is allocated to support the employer-paid portion of fringe benefit costs associated with overtime costs charged to the grant for approximately three (3) detectives working identity theft and fraud cases.

The following benefits will be reimbursed as follows: FICA and Medicare: 7.65% of the allowable amount; Retirement: 30.93% of the allowable amount; and Worker's Comp: 4.3% of the allowable amount.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: pay stubs, payroll registers, or invoices showing the name of the benefit and the amount paid on behalf of the employee. The employee-paid portion of fringe benefits are ineligible for reimbursement.

C. Travel

Travel costs will be reimbursed in accordance with the State of Florida Travel Guidelines outlined in §112.061.

$1,320.00 is allocated to support travel costs associated with Identity Theft and Fraud. Two (2) detectives will attend a 5-day training for Elder Crime Practitioner Designation in Orlando, FL from December 15th – 19th, 2025. The course will focus on financial exploitation, fraud schemes targeting older adults, and best practices for victim support and investigation.

Costs to be charged to the grant include lodging and meals. Lodging will be reimbursed at a nightly room rate not to exceed the current state travel rate of $225.00/night. Meals will be reimbursed at a daily rate not to exceed the current state travel rate of $36.00/day.

Documentation shall be provided to verify the dates, location, and purpose of travel. This may include but is not limited to: agendas, itineraries, certificates of completion, letters of attendance, participant sign-in sheets, registration confirmations, employee travel authorizations, etc.

The following documentation shall be provided with each payment request to substantiate costs charged to the grant: invoices, receipts, and proof of payment, and/or copies of all supporting documentation required by the Recipient for employee reimbursement, such as: travel vouchers, invoices, and proof of payment. Additional proof of payment must be submitted for the reimbursement of the employee.

D. Equipment

Equipment items listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc. Funds may be used to pay for shipping, freight, and/or installation costs.

$2,792 is allocated to purchase the following equipment to assist with identity theft and fraud investigations:

Laptop and Accessories – 1 @ $1,600.00/each

Printers/Scanners – 2 @ $596.00/each

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices or receipts and proof of payment. Copies of procurement documentation such as requisitions, quotes, and purchase orders may not be required for payment but must be maintained and provided to the Department upon request.

E. Supplies

Supplies listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc. Funds may be used to pay for shipping, freight, and/or installation costs.

$362.00 is allocated to purchase USB connection cables, adapters, and external hard drives to support device setup, data transfer, secure file storage, and assist with identity theft and fraud investigations:

Hard Drives – 2 @ $157.00/each

Connection Cables & Adapters – 2 @ $24.00/each

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices or receipts and proof of payment. Copies of procurement documentation such as requisitions, quotes, and purchase orders may not be required for payment but must be maintained and provided to the Department upon request.

Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:

    a. The Department at the following email address:

        Electronic copy:
        OCJGSFA@fdle.state.fl.us

    b. The Auditor General's Office at each of the following addresses:

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

        and

        Paper (hard copy):
        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	FY2025-2026 Identity Theft and Fraud Grant
CSFA Number	71.042
Award Number	PR004
Award Amount	$10,000.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award PR004 are outlined in the award agreement.

Appendix E – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I: GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. Notification of Instances of Fraud: Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. Conflict of Interest: This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. Public Records Law: The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. Public Records Requests: All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.
e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

B. Sovereign Immunity: Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statute.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to

do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection H, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-13

SUGGESTED ACTION: Approval of Budget Adjustment BA25-13.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Record budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-13.

ATTACHMENTS:
Budget Adjustment BA25-13

RESOLUTION NUMBER BA25-13

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of recording budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

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

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

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

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Josh Cramer-Chief of Police

For: 2024-2025 Year End Budget Adjustments

Date: 11/12/25

Budget Adjustment #: BA-25-13

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

Explanation for Adjustment: To record budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

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

Account Number: 15002 351510
Line item description: Law Enforcement Education fo Criminal Justice Education Fund Revenue

Increase (in $):7,112.. Decrease (in $):

Account Number: 15052100 555000
Line item description: Law Enforcement Education for Criminal Justice Education Fund Expenditure

Increase (in $): 28,913. Decrease (in $):

Account Number: 15002 369150
Line item description: Cash Carry Forward-Criminal Justice Education Fund

Increase (in $): 21,801. Decrease (in $):

Account Number: 15102 369827
Line item description: BPD Explorer Fund Revenue

Increase (in $): 6,527. Decrease (in $):

Account Number: 15152100-551300
Line item description: BPD Explorer Fund Expenditure

Increase (in $) 10,746. Decrease (in $):

Account Number:15102-369150
Line item description:Cash Carry Forward-Explorer Fund

Increase (in $): 4,219. Decrease (in $):

Account Number: 15202 369815
Line item description: BPD Fed. Forfeiture Fund-Revenue

Increase (in $): 98,686. Decrease (in $):

Account Number:15258100 599100
Line item description: Reserve for Contingencies-BPD Fed. Forfeiture

Increase (in $): 20,954... Decrease (in $):

Account Number: 152152100-551800
Line item description: BPD-Fed. Forfeiture Fund Expenditures

Increase (in $): 77,732.. Decrease (in $):

Account Number: 15302-369800
Line item description: BPD-State Forfeiture-Revenue

Increase (in $): 13,275 Decrease (in $):

Account Number: 15352100-551500
Line item description: BPD-State Forfeiture-Expenditures

Increase (in $): 24,936. Decrease (in $):

Account Number:15302-369150
Line item description: Cash Carry Forward State Forfeiture

Increase (in $): 11,661. Decrease (in $):

Account Number: 15402 369825
Line item description: BPD Abandoned Property-Revenue

Increase (in $): 54,858. Decrease (in $):

Account Number: 154 52100 551600
Line item description: BPD Abandoned Property-Expenditures

Increase (in $): 32,450. Decrease (in $):

Account Number: 15458100-599100
Line item description: Reserve for Contingencies- BPD Abandoned Property Fund

Increase (in $):22,408. Decrease (in $):

Approved by:

Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Grant Agreement L0152 with the Florida Department of Environmental Protection (FDEP) for the SW Ward 5 Drainage Improvements

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

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
For more than 40 years, multiple stormwater basins (approximately 80 acres) have contributed to the flooding problem at the intersection of 5th Street W and 26th Avenue W in the City of Bradenton. This project will disconnect a 23-acre basin from the existing system and reroute the runoff through an infiltration swale and a new stormwater collection system that will run parallel to the existing systems on 25th Avenue W and 26th Avenue W from 5th Street W to 9th Street W. Treatment will be provided through an underdrain system where no treatment is currently present, and a portion of the flow will be slowed down so that it discharges past the peak of the storm event, when the capacity to receive additional runoff is greater. The project will reduce flood water on the roadways and private property, prevent loss of roadway integrity and pipe failures as well as damage to the surrounding
properties associated with staging flood waters.

FINANCIAL IMPACT:
The grant will cover up to 100% of the project costs, with a maximum funding of

$1,550,000.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille has no objections.

SUGGESTED MOTION:
Motion to approve FDEP Grant Agreement L0152 and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS:
FDEP Grant Agreement L0152

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): **Bradenton SW Ward 5 Drainage Improvements**

Agreement Number: **L0152**

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

Grantee Name: **City of Bradenton**

Entity Type: **Local Government**

Grantee Address: **101 Old Main Street W, Bradenton, Florida 34205**

FEID: **59-6000283**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **January 31, 2029**

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

Project Location(s): **Lat/Long: (27.4771, -82.5672)**

Project Description: **The Grantee will complete preconstruction activities and the installation of approximately 4,200 feet of stormwater pipe, approximately 16 curb inlets and 8 manholes, an approximately 250-foot infiltration swale with underdrain, and roadway restoration.**

5. Total Amount of Funding: **$ 1,550,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **1,550,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,550,000.00**

6. Department's Grant Manager

Name: **Sarah Stage** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2842**

Email: **Sarah.Stage@FloridaDEP.gov**

Grantee's Grant Manager

Name: **David Lindsey** or successor

Address: **City of Bradenton**
888 13th Ave.
Bradenton, Florida 34208

Phone: **941-245-1700**

Email: **David.lindsey@bradentonfl.gov**

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

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

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

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

City of Bradenton **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Rob Perry, City Administrator

Print Name and Title of Person Signing

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

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Sarah Stage, DEP Grant Manager

_____

Katie Verdesca, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

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

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

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

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

3. Agreement Duration.

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

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

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

7. Financial Consequences for Nonperformance.

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

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

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

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

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

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

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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

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

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

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

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

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

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

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

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

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

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

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

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

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

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

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

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

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

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

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

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

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

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

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

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

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

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

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

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

23. Compliance with Federal, State and Local Laws.

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

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

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

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

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

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

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

26. Scrutinized Companies.

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

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

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

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

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

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

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0152

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is Bradenton SW Ward 5 Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

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

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

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

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

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

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

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

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

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

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

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

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

14. Common Carrier.

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

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradenton SW Ward 5 Drainage Improvements

PROJECT LOCATION: The Project will be located in the City of Bradenton within Mantee County; Lat/Long (27.4771, -82.5672).

PROJECT BACKGROUND: For more than 40 years, multiple stormwater basins (approximately 80 acres) have contributed to the flooding problem at the intersection of 5th Street (St.) W and 26th Avenue (Ave.) W in the City of Bradenton (Grantee). This project will disconnect a 23-acre basin from the existing system and reroute the runoff through an infiltration swale and a new stormwater collection system that will run parallel to the existing systems on 25th Ave. W and 26th Ave. W from 5th St. W to 9th Street W. Treatment will be provided through an underdrain system where no treatment is currently present, and a portion of the flow will be slowed down so that it discharges past the peak of the storm event, when the capacity to receive additional runoff is greater. The project will reduce flood water on the roadways and private property, prevent loss of roadway integrity and pipe failures as well as damage to the surrounding properties associated with staging flood waters.

PROJECT DESCRIPTION: The Grantee will complete preconstruction and construction activities including the following:

- Disconnecting stormwater pipe along 5th St W at 23rd Ave W and redirecting flow to a new 250 linear feet (LF) infiltration swale to be installed within existing right of way.
- Installation of approximately 4,200 feet of stormwater pipe, 16 curb inlets, and 8 manholes
- Complete roadway restoration in the project area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Bradenton SW Ward 5 Drainage Improvements and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

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

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management related to the Bradenton SW Ward 5 Drainage Improvements Project to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

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

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

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

Task 4: Construction

Deliverables: The Grantee will construct the Bradenton SW Ward 5 Drainage Improvements Project in accordance with the final design.

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

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$600,000	07/01/2025	07/31/2028
2	Bidding and Contractor Selection	Contractual Services	$50,000	07/01/2025	07/31/2028
3	Project Management	Contractual Services	$350,000	07/01/2025	07/31/2028
4	Construction	Contractual Services	$550,000	07/01/2025	07/31/2028
		Total:	$1,550,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

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

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

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

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

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

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

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

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	$1,550,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,550,000	

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

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

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

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

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

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

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

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

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

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Utility Easement for PID 3267500001 and 3267300006 at the Bradenton Police Department (BPD) Headquarters

SUGGESTED ACTION: Approval of the Utility Easement.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A 10-foot-wide utility easement is provided to Florida Power & Light (FPL) over a portion of the property located at the new BPD Headquarters. The purpose of the easement is to allow for underground lines.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the FPL easement located at the new BPD Headquarters.

ATTACHMENTS:
FPL Easement at the new BPD Headquarters

Work Request No. _____

Sec.26, Twp 34 S, Rge 17 E

Parcel I.D.3267600001 & 3267300006
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By
Name: Brian Garver
Co. Name: Florida Power & Light
Address: 1253 12th Ave E
Palmetto, FL 34221

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on November 12, 2025

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

City of Bradenton

By: _____

Print Name: Gene Brown, Mayor

Print Address: 101 Old Main Street
Bradenton, FL 34205

STATE OF FLORIDA AND COUNTY OF MANATEE. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

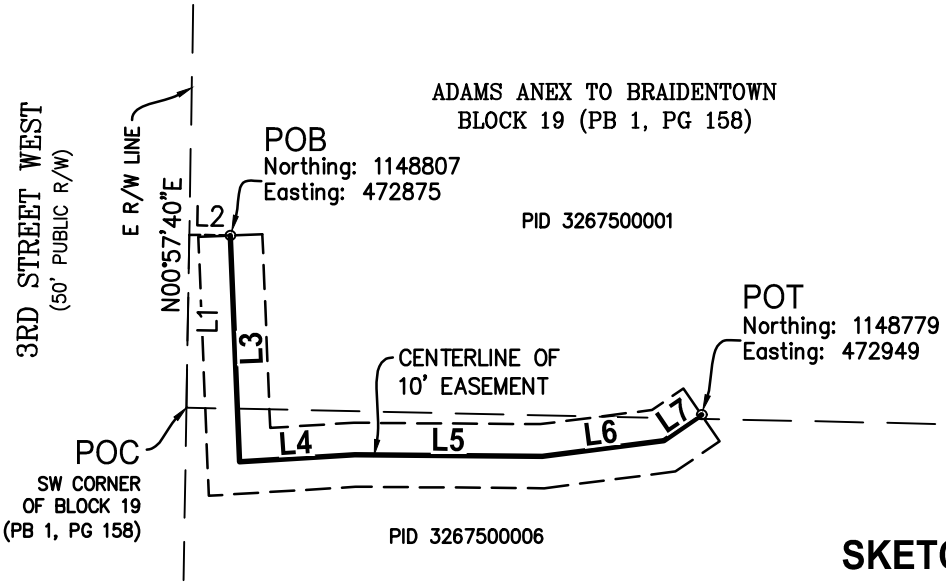
DESCRIPTION (FP&L EASEMENT):

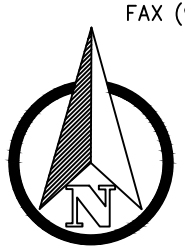
A ten-foot-wide (10') Florida Power and Light easement for access, installation and maintenance of utility lines and equipment, lying 5 feet on each side of the following described centerline located in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Block 19, Adams Anex to Braidentown, as described in Plat Book 1, Page 158, Public Records of Manatee County, Florida; thence N00°57'40"E, along the East Right-of-Way line of 3rd Street West, 27.01 feet; thence S89°02'20"E, 6.42 feet to the **POINT OF BEGINNING**; thence S02°17'42"E, 35.41 feet; thence N86°27'41"E, 18.03 feet; thence S89°33'36"E, 29.30 feet; thence N82°45'40"E, 19.15 feet; thence N55°31'53"E, 7.16 feet to the POINT OF TERMINUS.

The side lines of said easement are to be extended or shortened to their points of intersection with adjacent right-of-ways and easements.

Containing 1,090.57 square feet, or 0.025 acres, more or less.





LEGEND:

R/W	– RIGHT OF WAY
POB	– POINT OF BEGINNING
POC	– POINT OF COMMENCEMENT
POT	– POINT OF TERMINUS
PB	– PLAT BOOK
PG	– PAGE
PID	– PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
L#	– LINE NUMBER (SEE TABLE)

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L2	S89°02'20"E	6.42'
L3	S02°17'42"E	35.41'
L4	N86°27'41"E	18.03'
L5	S89°33'36"E	29.30'
L6	N82°45'40"E	19.15'
L7	N55°31'53"E	7.16'

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 1,090.57 Sq. Ft. OR 0.025 Ac., MORE OR LESS.

DRAWN: YV DATE: 10/08/2025

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PID 3267500001 &
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

BY: _____
DONALD A. BOUCHARD, JR., P.S.M.
FLORIDA CERTIFICATE No. 6173

SHEET 1 OF 1

\\ZNS-SURVEY\Sur-Data_2023\45461 BPD\Sketch & Descriptions\45461 BPD FPL S&D.dwg, Plot Date: Oct 08, 2025@11:16am, By:YARITZAV

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for 30" Flow Meter Improvements at the Water Reclamation Facility (WRF)

SUGGESTED ACTION: Council approval of the work assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This work assignment consists of the installation of two new electromagnetic flowmeters at key locations at the City's Water Reclamation Facility (WRF) which currently are not metered, the Headworks bypass line and Filter bypass line. The former will be installed within a concrete vault adjacent to the temporary equalization tank currently under construction, and the latter will be located at the existing Parshall flume, which will be removed as part of this project. The work is expected to be completed within 90 days of issuance of notice to proceed.

This is an in-kind project and the 2 flow meter installations proposed in the project are in lieu of the fine for Hurricane Debby in summer of 2024.

FINANCIAL IMPACT:
The GL account for this project is 40859000-563000-25530. This is an in-kind project.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Woodruff & Sons to provide flow meter improvements at the WRF.

ATTACHMENTS:
Work Assignment, Scope, and Quote from Woodruff & Sons, Inc.

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2026-01

WORK ASSIGNMENT TITLE: WRF Bypass Flowmeters

Pursuant to the City of Bradenton, Agreement PB-23-006KC for Construction Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Woodruff & Sons, Inc., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE: WRF Bypass Flowmeters

Contractor shall perform Tasks as more specifically detailed in Exhibit 1 as follows:

1. SCOPE OF WORK
2. LUMP SUM FEE SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $246,851.46. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #1 30" Flow Meter For Sewage NE Of EQ Tank - $91,242.64

Task/Description #2 30" Flow Meter For Reclaimed Water NE Of Disc Filter - $155,608.82

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. PB-23-006KC for Construction Services and this Work Assignment dated October 31, 2025.

CONTRACTOR

BY: Chad A. Wakeman

Printed Name: Chad Wakeman

Title: Project Manager

Date: 10/31/2025

CITY OF BRADENTON

BY: _____

Date: _____

WORK ASSIGNMENT 2026-01

SCOPE OF WORK AND SCHEDULE

This work assignment consists of the installation of two new electromagnetic flowmeters at key locations at the City's Water Reclamation Facility (WRF) which currently are not metered, the Headworks bypass line and Filter bypass line. The former will be installed within a concrete vault adjacent to the temporary equalization tank currently under construction, and the latter will be located at the existing Parshall flume, which will be removed as part of this project. The work is expected to be completed within 90 days of issuance of notice to proceed.

Woodruff & Sons, Inc.

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

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Brian Norman
Address:	101 Old Main Street	**Phone:**	941-245-1686
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	RTL - WTF Install 30" Flow Meters	**Bid Number:**	P25-057
Project Location:	305 17th Ave. W.	**Bid Date:**	10/30/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Total Price
A. 30" Flow Meter For Sewage NE Of EQ Tank				
1	Furnish & Install 30" Flow Meter	1.00	LS	$91,242.64
	Total Price for above A. 30" Flow Meter For Sewage NE Of EQ Tank Items:			**$91,242.64**
B. 30" Flow Meter For Reclaimed Water NE Of Disc Filter				
1	Furnish & Install 30" Flow Meter	1.00	LS	$124,829.71
2	Demo & Haul Off Existing Parshall Flume	1.00	LS	$30,779.11
	Total Price for above B. 30" Flow Meter For Reclaimed Water NE Of Disc Filter Items:			**$155,608.82**

Total Bid Price: $246,851.46

Notes:

- ***Survey, layout and record drawings furnished by the owners' surveyor.***
- ***This proposal is based on installing 30" C900 DR18 in lieu of 30" DIP due to 12 - 14 weeks lead times for 30" DIP.***
- ***Allow 6 - 8 Weeks for all materials once NTP is issued.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

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

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

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

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 12, 2025
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Work Assignment for Emergency Power at Lift Station 49
SUGGESTED ACTION:	Council approval of the purchase and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The generator at LS49 (Palma Sola Trace) is at the end of its useful life. An emergency diesel power system is needed to replace the aged generator as part of the ongoing resiliency and hardening in the sanitary collection system.

FINANCIAL IMPACT:
Purchase is included in the budget approved in September 2025 for FY2026, GL account 40859000-563000-26506, purchase authorized by the FSA Purchasing Agreement.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Thompson Pump & Manufacturing Co., Inc. to provide emergency power to LS49.

ATTACHMENTS:
Work Assignment

Scope
Quote from Thompson Pump

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

260049

WORK ASSIGNMENT TITLE: (New Bypass for Lift Station 49)

Pursuant to the City of Bradenton, Agreement for generator purchasing and installation Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and THOMPSON PUMP., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $82,359.00. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Purchase a Bypass Pump to replace the non-functioning generator at lift station 49.

City may authorize, in writing, in advance, adjustments to the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. for pipelining Services and this Work Assignment 260049 dated October/28/2025. _____.

Contractor

BY: Terry Guerra

Printed Name: Terry Guerra

Title:_____

Date:

___10/29/2025_____

____

CITY OF BRADENTON

BY:_____

Date: _____

Scope — Lift Station 49 Bypass Pump
This project consists of purchasing a Bypass Pump to replace the existing generator. We will modify the lift station to utilize a bypass pump instead of a generator.

Schedule
The contractor will be allotted 14 calendar days to deliver the bypass after they receive it from the manufacturer. The project is scheduled to begin in Fiscal Year 2026, with the official start date to be determined following City Council approval, contractor coordination, and issuance of a formal Notice to Proceed.

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT
flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA

(800) 767-7310 • Fax: (386) 761-0362
tguerra@thompsonpump.com

October 28 2025
City of Bradenton
Public Works & Utilities
1411 9th St. W
Bradenton FL, 34205

Quote # SSC-TG-662

P: 941-290-9324
E: David.Lopez@cityofbradenton.com

Re: FY2025 Thompson Pump LS#49.

David,
Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We are providing FSA23 pricing for one (1) stationary Thompson Pumps model 6JSCE- to provide automatic, emergency by-pass pump at the following waste water lift station:

LS Name	Thompson Pump Required	Flow	Max Static Suction Lift
LS#49	4JSCC-DJDS-45T-ZC	600-800@90-80'*	26'*

Per your request, we are providing 2023 Florida Sheriffs Association Contract Package Specification pricing for (1) Thompson Pump Model 4JSCC-DJDS-45T-ZC, a 4" dry prime, solids handling, ESTAT T3 diesel engine powered, sound attenuated skid mounted Pump. Equipped with Thompson's innovative priming system preventing blow by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson's compressor priming system, offers mid-range air handling capabilities for quick priming.

The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award # FSA23-EQU21.0-Pump, mobile pump, Item 317, term #2 effective 10/1/2023. This Florida based government contract enables the City of Bradenton to avoid the time and expense of purchasing this pump through the public bid process. The FSA contract basically works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0-Pump, mobile pump, Item 317, TERM#2. **Please place this contract number on your order. Please include Federal Identification Number and applicable tax exemption certificate with all orders**.

Should you require further information or have any questions, please contact me at 407-473-2002 or tguerra@thompsonpump.com.

Sincerely,

Terry Guerra

Terry Guerra
Thompson Pump & Manufacturing Co., Inc. Municipal Sales Representative – Cell: (407) 473-2002,
Email: tguerra@thompsonpump.com

*= includes- - all flows are dynamic, changing as the suction level increases or decreases.

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT
flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA

(800) 767-7310 • Fax: (386) 761-0362
tguerra@thompsonpump.com

PRICE QUOTE
FSA23-EQU21.0-Pump, mobile pump, Item 317, TERM#2.

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 45,947.00	$ 45,947.00
Base Model includes: TPM standard control Panel with on/off floats, tachometer/hour meter/engine safety shut down), battery charger, and 24 month warranty				
Non Specified Delete Options:				
Add Options:				
<<Add Option- - Upgrade pump from 6JSC to 4JSC-HP-STP	4JSC-HP-STP	**1**	$ 6,181.00	$ 6,181.00
<< Add Option-- - Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	6-SK	**1**	$ 14,519.00	$ 14,519.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	Corrosion resist	**1**	$ 3,123.00	$ 3,123.00
<< ADD Option- Upgrade pumping system enlarged doubled walled modular fuel tank	Z-Tank	**1**	$ 3,225.00	$ 3,225.00
<< ADD Option- Upgrade pumping system to non UL double walled modular standard fuel tank	D-tank	**1**	$ 2,625.00	$ 2,625.00
<< ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	SCADA	**1**	$ 1,900.00	$ 1,900.00
<< ADD Option- Upgrade pump with modular frame for SK-select models only	MOD-F	**1**	$ 1,414.00	$ 1,414.00
<< ADD Option- Upgrade pumping system with protective coatings to SK enclosure	SK Protection	**1**	$ 921.00	$ 921.00
<< ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications	TBS-DD	**0**	$	$
<< ADD Option- upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside work lights	**1**	$ 510.00	$ 510.00
<< ADD Option- Upgrade pumping system with manufacturer start up report for specific application	TBS-SU	**1**	$ 1,450.00	$ 1,450.00
<< ADD Option- Upgrade pumping system with on-board 115VAC powered battery charging system	Battery Charger	**1**	$ 544.00	$ 544.00
Final Model: 4JSCC-DJDS-45T-ZC			**Total**	**$ 82,359.00**

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT
flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA

(800) 767-7310 • Fax: (386) 761-0362
tguerra@thompsonpump.com

* Terms & Conditions *
• DELIVERY FREIGHT: N/C
• FOB: PORT ORANGE, FL 32129
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 18+ WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES
• TERMS: A convenience fee of 2% will be added when payment is made by credit or debit card
• INCLUDES SOUND ATTENUATION, SILENT KNIGHT
• UNITS INCLUDE 115VAC BATTERY CHARGER
• UNITS INCLUDE DOUBLE WALLED EXTRA CAPCITY FUEL TANK
• QUOTE VALID TILL 12/30/2025
• UNITS INCLUDE INSIDE WORK LIGHTS
• UNITS INCLUDE SCADA INTERFACE
• UNIT COLORS WILL BE CITY TAN ON EXTERIOR SUFACES
• UNITS INCLUDE CORROSION COATING ON BASE/FUEL TANK
• UNITS INCLUDE 6’ SUCTION AND 6”DISCHARGE FLANGES
• UNITS INCLUDE SILENT KNIGHT UV PROTECTION WITH CITY TAN PAINT COLOR
• INCLUDES ON SITE START UP ASSISTANCE AND TRAINING WITH FACTORY TECHNICIAN

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Fire Hydrant Inspection Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
For compliance with ISO and general public safety, it is prudent to test all of the 2000+ City hydrants at a minimum of once every other year. The contract is for a third party to perform testing on the City system and flow, location, and potential issues. The work is authorized in contract PB-25-030MK, which is set to expire on March 27, 2028.

FINANCIAL IMPACT:
The work was approved in the FY 2025-26 budget in GL account 40253310-534000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion for approval of the work assignment for Hydromax USA to provide fire hydrant inspection services.

ATTACHMENTS:
Work Assignment
Proposal from Hydromax USA

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 26-01

WORK ASSIGNMENT TITLE: Valve & Fire Hydrant Maintenance Services – FY26

Pursuant to the City of Bradenton, Agreement for Valve & Fire Hydrant Maintenance Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Hydromax USA, hereinafter referred to as "Contractor" a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

Contactor shall perform tasks as more specifically detailed in Exhibits 1- as follows:

1,182 Public Hydrants as mapped and listed in Exhibit 1.

1. Two-Hydrant Fire Flow Testing and Maintenance
    - Contractor will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance.
    - Prior to the execution of any Two Hydrant fire flow testing, Contractor will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner.
2. Two-color NFPA Paint
    - Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart.

Compensation to the Contractor for all of the above identified Services shall not exceed $159,570.00
Compensation for the tasks shall not exceed the amounts set forth as follows:

1. Fire Hydrant Testing and Maintenance (Two-Hydrant; w/Two-Color NFPA Paint), $135.00 EA

City may authorize, in writing, in advance, adjustments to the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. 26-01 for Valve & Fire Hydrant Maintenance Services and this Work Assignment dated 10/22/2025.

CONTRACTOR

BY: _____
Printed Name: Shane Majetich
Title: VP Water and Wastewater
Date: 10/23/2025

CITY OF BRADENTON

BY: _____

Date: _____



City of Bradenton

Valve & Fire Hydrant Maintenance Services

Piggyback of Seminole County Contract
Fire Hydrants - Valves Maintenance, Repair, and Flushing

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

October 20, 2025

Kris Eccles
Senior Engineering Manager
City of Bradenton

RE: Valve & Fire Hydrant Maintenance Services

Dear Kris,

On behalf of Hydromax USA, I am pleased to submit this proposal for valve and fire hydrant maintenance services using **Seminole County's Contract for Fire Hydrants, Valves Maintenance, Repair, and Flushing (IFB-604913-24/LAS).** Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance and repair services programs, and strong Florida presence, Hydromax USA is uniquely qualified and well-positioned to help the City of Bradenton develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Bradenton a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.4 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Houston, JEA, Metro Water Nashville, Broward County, and Orange County Utilities. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (727) 463-9191 or shannon.gooch@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

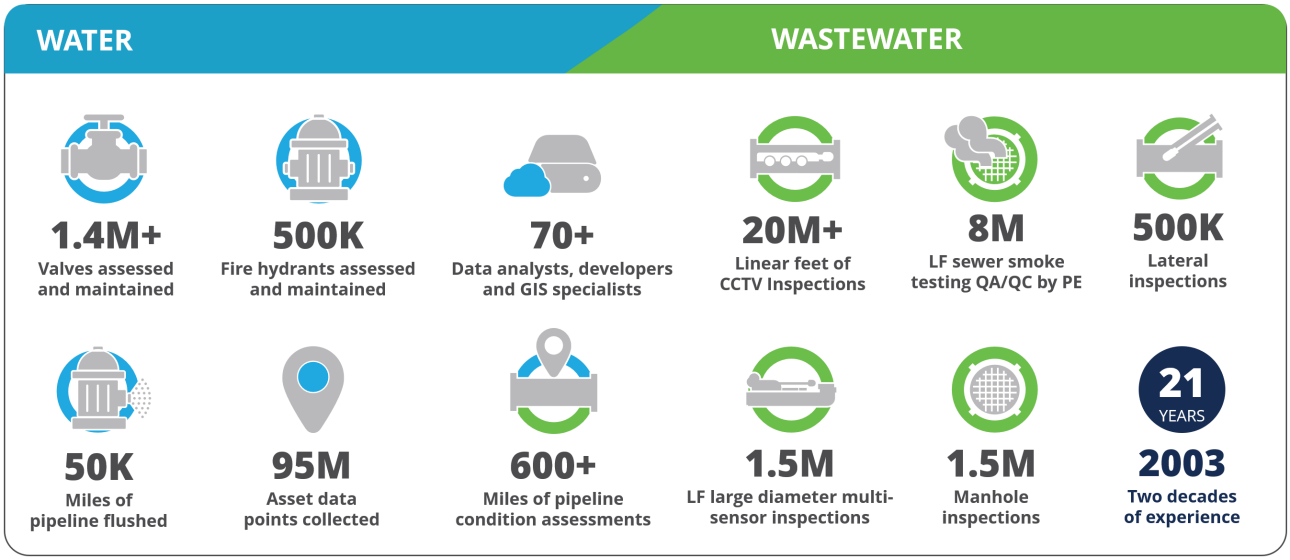
Shannon Gooch

Shannon Gooch
Business Development Manager



COMPANY OVERVIEW

Established in 2003, Hydromax USA has achieved an outstanding 20-year record of supporting water and wastewater utility clients throughout the United States. Our crews have substantial expertise with similar programs, having assessed more than **1.4 million valves**, tested, and maintained over **500,000 fire hydrants**, and collected over **95 million data points**.



As a national professional services firm with more than 600 employees, Hydromax USA has the necessary expertise and manpower to successfully execute this program and we are well-positioned to provide additional capabilities and solutions.

FIRM PRINCIPALS

Hydromax USA is owned by Industrial Group Partners, a San Francisco-based leading private investment partnership with substantial financial resources.

Corporate Headquarters:
3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028

Florida Area Operations Center
2007 Wood Court, Suite 3, Plant City, Florida 33563

Corporate Officers:
Chris Jensen, CEO
Michael Farmer, Vice President of Finance
Phone: (863) 398-9202
Email: Andrew.Apgar@HydromaxUSA.com

FIRM CAPABILITIES

Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling utilities to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.

Water Field Services

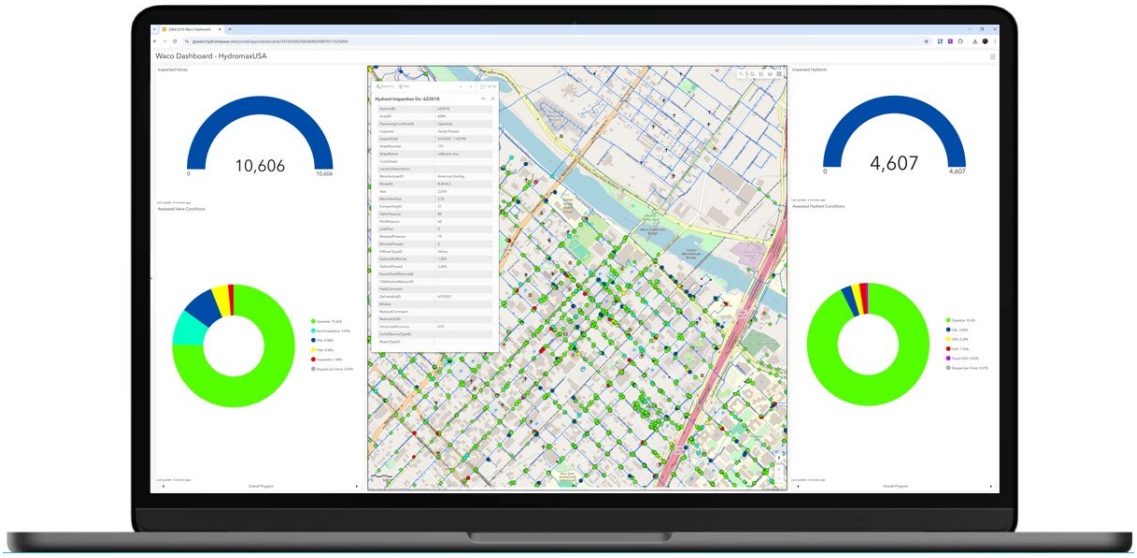
- Valve assessment
- Fire hydrant testing & maintenance
- Fire hydrant painting
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Gas pocket detection
- Pipeline condition assessment

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants. This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements. The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.



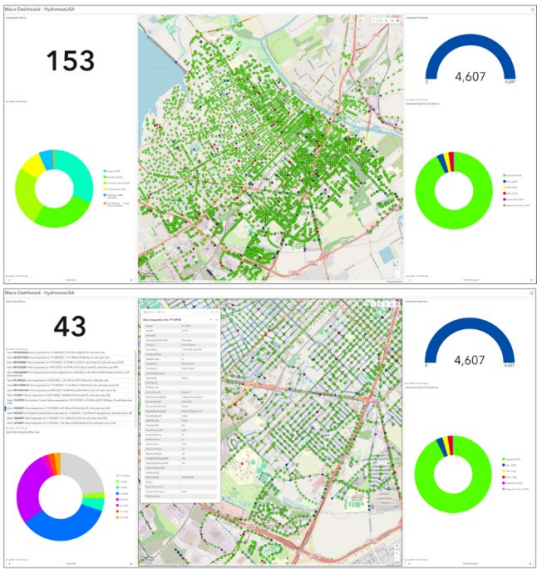
Web-Based Program Dashboard

Key Dashboard Features:

- Progress Tracking: Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- Aggregated Operational Data: Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- Interactive Asset View: Capability to view the location and attributes of individual assets or groups of assets interactively.
- Year-over-Year Assessment Comparison: Tools to compare assessment data year-over-year to track changes in the system over time.

- Spatial Work Assignment: Ability for Utility to assign work through a spatial selection process within the application.
- Multimedia Content Delivery: Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- Export Capabilities: Functionality to export asset information on demand for external use and reporting.
- Digital Pairing Display for Hydrant Testing: For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.

Key Features for Valves:



- Tachometer: Displays the number of valves assessed to date against the total assigned to the project, providing a clear overview of progress.
- Pie Chart: Reflects the percentage of system assets by accessibility and types of asset operability.
- Bar Chart: Shows the number of assets assessed by valve size, offering detailed insights into system assessments completed.
- Operability Issues: Details the total and specific types of operability issues encountered, such as frozen valves, damaged operating nuts, and spin-free valves that require replacement due to internal damage.
- Accessibility Issues: Lists assets that cannot be accessed due to various reasons, such as the need for valve raising, valve box realignment, or being paved over.
- Torque Measurements: Provides a histogram of initial and ending torque measurements for assessed valves, demonstrating improved operability resulting from our program.
- Closed Valves: Indicates valves found closed in the system and whether they were reopened or left closed, which can impact water distribution efficiency and water quality.

Key Features for Fire Hydrants:



- Tachometer: Represents the number of hydrants assessed to date.
- Pie Chart: Displays the operability status of hydrants.
- Out of Service Hydrants: Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- System Pressures and GPM: Includes a histogram of system pressures and GPM from flowed hydrants.
- Accessibility Issues: Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.
- Low Flow Hydrants: Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.

DATA MANAGEMENT

The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and the Utility. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the "data-model." This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for Utility to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with Utility to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into Utility's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in Utility's enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the Utility.

Data delivered from the field is processed through Hydromax USA's standardized QA/QC scripts to evaluate data against established HUSA program queries for valve and fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax USA will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

REFERENCES

Hydromax USA has completed the following reference projects:

Orange County Utilities, Orlando, Florida
Contact: Dustin Putney-Hoke, 407.836.6822, dustin.putney@ocfl.net
Contract Dates: 2022 - Ongoing
Scope of Work: Condition assessment, maintenance, UDF, and GIS integration for 60,000 water system valves and 13,000 fire hydrants.

Seminole County, Sanford, Florida
Contact: Chris Graybosch, 386-307-2560, cgraybosch@seminolecountyfl.gov
Contract Dates: 2011 – 2015; 2020 – 2024; 2025 - Ongoing
Scope of Work: Testing and maintenance, and GIS integration for 6,000 fire hydrants. Condition assessment, maintenance, and GIS integration for 13,000 water system valves.

City of Daytona Beach, Daytona Beach, Florida
Contact: Jeff Lane, 386.671.8513, lanejeff@codb.us
Contract Dates: 2020 - Ongoing
Scope of Work: Testing and maintenance, and GIS integration for 2,450 fire hydrants. Condition assessment, maintenance, and GIS integration for 6,500 water system valves.

Pasco County, Land O'Lakes, Florida
Contact: Anna Fracassi, 813.929.2755 x6969, afracassi@pascocountyfl.net
Contract Dates: 2017 – 2022
Scope of Work: M17 (2-hydrant) testing and maintenance, and GIS integration for 9,000 fire hydrants.

City of Houston, Texas
Contact: Michael Johnson, 832.395.4623, michael.johnson3@houstontx.gov
Contract Dates: 2019 - ongoing
Scope of Work: Condition assessment, maintenance, and GIS integration for 80,000 water system valves. Additionally supported the City with up to 39 crews during emergency operations for 18 months.

Metro Water Services, Nashville, Tennessee
Contact: Felix Hernandez, 615.862.4877, felix.hernandez@nashville.gov
Contract Dates: 2011-2015; 2015-2020; 2020 - ongoing
Scope of Work: Condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves.

PROGRAM PRICING

Hydromax USA proposes to perform all work in accordance with Seminole County's Contract for Fire Hydrants, Valves Maintenance, Repair, and Flushing (IFB-604913-24/LAS), following the Terms and Conditions prescribed therein. It is understood that all quantities are approximate totals and non-binding.

Hydromax USA _____ will agree / __X__will not agree to offer the construction items denoted with an asterisk in **Addendum A** in this piggyback proposal due to the service area of the construction contractor we are partnered with for Seminole County for these valve and hydrant replacement activities.

- Items with a * on the price sheet are considered construction items.

3.0.A Single Hydrant Testing and Maintenance

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

3.0.B. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.C. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.D Two-Hydrant Fire Flow Testing and Maintenance

Hydromax USA will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Testing under this section will include obtaining the residual pressure from only one "flow hydrant" or port and will not guarantee achievement of a 10 psi drop as denoted in AWWA M17 or 25% psi drop as denoted in NFPA 291.

Prior to the execution of any Two Hydrant fire flow testing Hydromax USA will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner. Digital pairing layer will be visible to field crews during the execution of the hydrant flow test.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve

- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the TIPS Member.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant static and residual pressures
    - Flow at 20 PSI calculation
    - Hydrant pressure after 2 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- Data shall be delivered to the TIPS Member in an electronic format compatible with ArcGIS/ArcMap system or SQL database.

3.0.E. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.F. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.H. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.I. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.J Fire Hydrant Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is unable to be found, Hydromax USA will list the hydrant as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL hydrants. If the CNL hydrant is located, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

3.0.K Fire Hydrant Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is located but cannot be accessed for any reason, the Hydromax USA will list the hydrant as CNA (cannot access). If the CNA hydrant can be accessed later, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

3.0.L Fire Hydrant Out of Service (OOS)

If, during fire hydrant testing and maintenance, Hydromax USA determines that a hydrant is out of service (OOS) or should be designated as such, the crew leader will promptly notify the Owner and install out of service rings or bags as applicable. The hydrant will remain out of service until necessary repairs are completed and full operability is restored. Once the hydrant is returned to service, Hydromax USA will perform the required testing and maintenance at the applicable unit rate.

ADDENDUM A

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
Fire Hydrant Services					
1	Fire Hydrant Testing and Maintenance (Single; No Paint)	EA		$50.00	$0.00
2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	EA		$58.00	$0.00
3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	EA		$65.00	$0.00
4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	EA		$105.00	$0.00
5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	EA		$115.00	$0.00
6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	EA	1182	$135.00	$159,570.00
7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	EA		$45.00	$0.00
8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	EA		$52.00	$0.00
9	Hydrant Maintenance (includes sand blast and paint)	EA		$250.00	$0.00
10	Furnish and attach Hydrant I.D. tag (with required information)	EA		$15.00	$0.00
11	Furnish and install reflective road marker	EA		$15.00	$0.00
12	Extended Flush Time (15 minute Unit)	EA		$33.75	$0.00
13	Bonnet and/or break away flange bolt replacement	EA		$95.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
Valve Services					
1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	EA		$48.00	$0.00
2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	EA		$50.00	$0.00
3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	EA		$52.00	$0.00
4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	EA		$54.00	$0.00
5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	EA		$56.00	$0.00
6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	EA		$60.00	$0.00
7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	EA		$75.00	$0.00
8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	EA		$85.00	$0.00
9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	EA		$95.00	$0.00
10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	EA		$105.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	EA		$125.00	$0.00
12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	EA		$135.00	$0.00
13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	EA		$145.00	$0.00
14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	EA		$165.00	$0.00
15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	EA		$185.00	$0.00
16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	EA		$225.00	$0.00
17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	EA		$50.00	$0.00
18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	EA		$40.00	$0.00
19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	EA		$40.00	$0.00
20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	EA		$55.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	EA		$55.00	$0.00
22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	EA		$55.00	$0.00
23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA		$150.00	$0.00
24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA		$450.00	$0.00
25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA		$500.00	$0.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA		$500.00	$0.00
27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA		$150.00	$0.00
*28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	Hourly (2,3)		$512.50	$0.00
*29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)		$575.00	$0.00
30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA		$485.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
*31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$512.50	$0.00
*32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$575.00	$0.00
*33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	Hourly(2,3)		$225.00	$0.00
*34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)		$225.00	$0.00
*35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$512.50	$0.00
*36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)		$575.00	$0.00
37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA		$45.00	$0.00
38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA		$225.00	$0.00
*39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	EA		$1.00	$0.00
*40	Exploratory investigation 0' to 4' deep	Hourly (1,2,3)		$450.00	$0.00
*41	Exploratory investigation > 4' to 10' deep	Hourly (1,2,3)		$487.50	$0.00
*42	Exploratory investigation > 10' deep.	Hourly (1,2,3)		$525.00	$0.00

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Hourly (1,2,3)		$135.00	$0.00
Flushing Services					
1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly		$135.00	$0.00
2	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly		$135.00	$0.00
3	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly		$135.00	$0.00
4	Maintenance Flushing Services performed at an hourly rate.	Hourly		$135.00	$0.00
TOTAL ALL ITEMS					**$159,570.00**

Items with a * are considered construction items

EXHIBIT 1

bradenton
The Friendly City
Public Works and Utilities

HYDROMAX - FY26 WORK ASSIGNMENT AREA

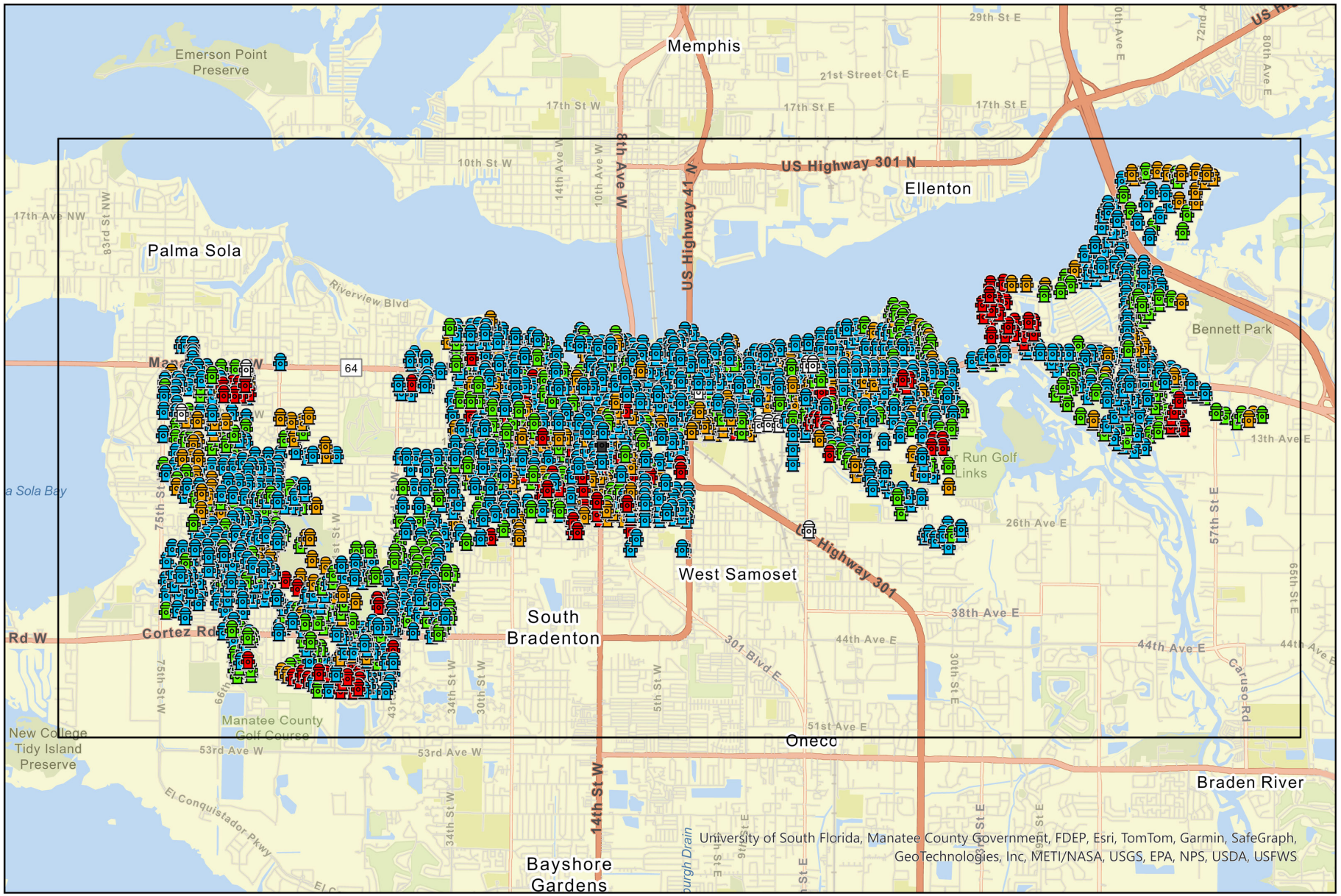


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EXHIBIT 1

FY26 HYDROMAX WORK ASSIGNMENT

(1182 Hydrants)

City of Bradenton, Florida

To be completed in CY25 (Count: 604)		
HYDRANT ID	HYDRANT ADDRESS	LOCATION
1-069	104- 13th Street West	West Side Of 13th Street West; Near East End Of Library Parking Lot
1-116	3316- Riverview Boulevard West	South / East Corner Of Riverview Boulevard & 34th Street Northwest; (Lot Of Same)
1-117	3502- 1st Avenue West	North / West Corner Of 1st Avenue & 35th Street Northwest
1-118	101- 34th Street West	South / East Corner Of 34th Street & 1st Avenue West
1-119	201- 34th Street West	South / East Corner 34th Street & 2nd Avenue; (Lot Of 3329- 2nd Avenue West)
1-120	301- 34th Street West	South / East Corner 34th Street & 3rd Avenue West; (Lot Of 3327- 3rd Avenue West
1-121	401- 34th Street West	South / East Corner Of 34th Street & 4th Avenue West
1-122	1100- 3rd Avenue West	Towards North / East Corner Of City Of Bradenton Parking Garage; By Ramp; By BPD Parking Lot
1-123	909- 8th Avenue West	South / East Corner Of 8th Avenue & 10th Street West; (Lot Of Vacant Building)
1-124	521- 33rd Street Court West	In Center Median At Crossover; Faces West
1-125	719- 33rd Street Court West	East Side Of 33rd Street West; (Lot Of Same)
1-126	3310- 7th Avenue West	North / East Corner Of 7th Avenue & 33rd Street Court West
1-127	3307- Manatee Avenue West	South / East Corner Of Manatee Avenue & 33rd Street Court West; (Lot Of Same)
1-313	3311- 9th Avenue West	South / East Corner Of 9th Avenue & 33rd Street Court West; (Grounds Of Manatee High School)
1-314	3405- 13th Avenue West	East / South / East Corner Of 13th Avenue & 35th Street West
1-315	3308- 14th Avenue West	North / East Corner Of 14th Avenue & 34th Street West; (Lot Of Same)
1-316	3309 15th Ave. W.	South / East Corner Of 15th Avenue & 34th Street West
1-317	1605- 34th Street West	East Side Of 34th Street West; (Lot Of 3309- 16th Avenue West)
1-318	3308- 17th Avenue West	North / East Corner Of 17th Avenue & 34th Street West; (Lot Of Same)
1-407	817- Manatee Avenue West	South Side Of Keeton's Office Building; Along Access Road
1-409	2806 Oxford Drive West	North Side Of Oxford Drive West; (Lot Of Same)
1-410	2601 30th Street West	South / East Corner Of 30th Street & Oxford Drive West; (Lot Of 2916- 26th Avenue Drive West)
1-414	1415 19th Avenue West	West / South / West Corner Of 19th Avenue & 14th Street West
1-419	102- 21st Avenue West	North / West Corner Of 21st Avenue & 1st Street West
1-420	210- 21st Avenue West	East / North / East Corner Of 21st Avenue & 3rd Street West; (Lot Of Greenbriar)
1-421	414- 21st Avenue West	North / East Corner Of 21st Avenue & 5th Street West
1-422	2014- 5th Street West	North / West Corner Of 5th Street & 21st Avenue West; (Lot Of 502- 21st Avenue West)
1-432	2018- 7th Stret West	North / West Corner Of 7th Street & 21st Avenue West; (Lot Of 702- 21st Avenue West)
1-436	2010- 10th Street West	West Side Of 10th Street West; (Lot Of Same)
1-439	2017- 12th Street West	North / East Corner Of 12th Street & 21st Avenue West; (Lot Of Same)
1-443	2008- 13th Street West	North / West Corner Of 13th Street & 21st Avenue West; (Lot Of 1302- 21st Avenue West)
1-444	2009- 14th Street West	North / East Corner Of 14th Street & 21st Avenue West; (Lot Of Marathon Gas Station).
1-452	1416- 21st Avenue West	North Side Of 21st Avenue West; (Parking Lot Of Key Food Store At 2004- 14th Street West)
1-453	1516- 21st Avenue West	North / East Corner Of 21st Avenue & 16th Street West; (Lot Of Kiwanis Park)
1-454	1702- 21st Avenue West	North Side Of 21st Avenue West; (Lot Of Westminster Manor At 1700- 21st Avenue West)
1-455	2017- 18th Street West	North / East Corner Of 18th Street & 21st Avenue West; (Lot Of Westminster Manor At 1700- 21st Avenue West)
1-470	2002- 21st Avenue West	North / West Corner Of 21st Avenue & 20th Street West; (Lot Of Same)
1-472	2001- 20th Street West	South / East Corner Of 21st Street & 20th Avenue; (Lot Of 2009- 20th Avenue West)
1-473	2202-21st Avenue West	North / West Corner Of 21st Avenue & 22nd Street West; (Lot Of 2202- 21st Avenue West)
1-474	2002- 22nd Street West	South / West Corner Of 22nd Street & 20th Avenue West; (Lot Of 2006- 22nd Street West)
1-480	2319- 20th Avenue West	South Side Of 20th Avenue West; (Lot Of Same)
1-481	2510- 21st Avenue West	North / East Corner Of 21st Avenue & 26th Street West; (Lot Of Same)
1-482	1916- 26th Street West	North / West Corner Of 26th Street & 20th Avenue; (Lot Of 2602- 20th Avenue West)
1-484	2012- 27th Street West	North / West Corner Of 27th Street & 20th Avenue Drive West
1-485	2016- 27th Street West	North / West Corner Of 27th Street & 21st Avenue West; (Lot Of 27th Street & 21st Avenue West)
1-486	2713- 20th Avenue West	South / East Corner Of 20th Avenue & 28th Street West; (Lot Of Same)
1-493	2003- 32nd Street West	East Side Of 32nd Street West; (Lot Of Same)
1-496	3308- 18th Avenue West	North / East Corner Of 18th Avenue & 34th Street West; (Lot Of Same)
1-497	3309- 19th Avenue West	South / East Corner Of 19th Avenue & 34th Street West; (Lot Of Same)
1-498	3301- 23rd Avenue West	South / West Corner Of 23rd Avenue & 33rd Street West; (Lot Of Same)
1-499	2701- 34th Street West	North / East Corner Of 34th Street & Highland Avenue West
1-500	2701- Yarmouth Drive West	North / East Corner Of Yarmouth Drive & Oxford Drive West; (Lot Of 3407- Oxford Drive West)
1-501	2901- Yarmouth Drive West	North / East Corner Of Yarmouth Drive & Cambridge Drive West
1-502	2901- 29th Avenue West	Courtyard Square (Inside); South Side Of 29th Avenue West; By Pool Area
1-503	2708- 29th Avenue West	Courtyard Square (Inside); By Covered Parking For Residences 2708 & 2712; Faces North
1-504	2809- Taunton Drive West	East Side Of Taunton Drive West; (Lot Of Same)
1-505	2609- York Drive West	North / East Corner Of York Drive & Oxford Drive West; (Lot Of 3110- Oxford Drive West)
1-506	2502- Oxford Drive West	South / West Corner Of Oxford Drive & Southern Parkway West; (Lot Of 2701- Southern Parkway West)
1-507	2313- 31st Street West	North / East Corner Of 31st Street & Southern Parkway West
1-508	2110- 30th Street West	North / West Corner Of 30th Street & 22nd Avenue West
1-509	2901- 23rd Avenue West	South Side Of 23rd Avenue West; (Lot Of Same)
1-510	2701- 23rd Avenue West	South / West Corner Of 23rd Avenue & 27th Street West; (Lot Of Same)
1-511	2202- 27th Street West	South / West Corner Of 27th Street & 22nd Avenue West; (Lot Of 2701- 22nd Avenue West)
1-512	2102- 26th Street West	South / West Corner Of 26th Street & 21st Avenue West
1-513	2516- 23rd Avenue West	North / East Corner Of 23rd Avenue & 26th Street West; (Lot Of 2211- 26th Street West)
1-514	2501- 26th Street West	South / East Corner Of 26th Street & 25th Avenue West
1-515	2602- 25th Street West	South / West Corner Of 25th Street & 26th Avenue West; (On Corner By Parking Lot)
1-516	2802- 25th Street West	West Side Of 25th Street West
1-517	2202- 25th Avenue West	North / West Corner Of 25th Avenue & 22nd Street West; (Lot Of 2204- 25th Avenue West)
1-518	2316- 23rd Avenue West	North / East Corner Of 23rd Avenue & 24th Street West; (Lot Of 2211- 24th Street West)

1-519	2112- 22nd Street West	North / West Corner Of 22nd Street & 22nd Avenue West; (Lot Of Same)
1-520	2101- 21st Avenue West	South / West Corner Of 21st Avenue & 21st Street West; (Lot Of 2102- 21st Street West)
1-521	2111- 21st Street West	North / East Corner Of 21st Street & 22nd Avenue West; (Lot Of Same)
1-522	2102- 23rd Avenue West	North / West Corner Of 23rd Avenue & 21st Street West; (Lot Of Same)
1-523	2201- 20th Street Court West	South / East Corner Of 20th Street Court & 22nd Avenue; (Lot Of Same)
1-524	2002- 23rd Avenue West	North / West Corner Of 23rd Avenue & 20th Street West; (Lot Of 2214- 20th Street West)
1-525	2413- 20th Street West	North / East Corner Of 20th Street & 25th Avenue West; (Lot Of 1910- 25th Avenue West)
1-526	2113- 20th Street West	North / East Corner Of 20th Street & 22nd Avenue West; (Lot Of Same)
1-527	2216- 18th Street West	North / West Corner Of 18th Street & 23rd Avenue West; (Lot Of 1802- 23rd Avenue West)
1-535	1503- 21st Avenue West	South Side Of 21st Avenue West; (Outside Of) Bradenton Tropical Palms Park; (Lot Of Same)
1-538	2518- 14th Street West	North / West Corner Of 14th Street & 26th Avenue West; Outside Fence; (Lot Of Bradenton Tropical Palms Park)
1-539	2303- 14th Street West	South / East Corner Of 14th Street & 23rd Avenue West; (Lot Of Nini's Services Market)
1-540	2128- 13th Street West	West Side Of 13th Street West; (Lot Of 2124- 13th Street West)
1-541	2410- 13th Street West	West Side Of 13th Street West; (Rear Lot Of Word Of Life Fellowship At 2407- 14th Street West)
1-542	1214- 26th Avenue West	North / East Corner Of 26th Avenue & 13th Street West; (Lot Of Same)
1-543	1216- 23rd Avenue West	North / East Corner Of 23rd Avenue & 13th Street West; (Lot Of 2215- 13th Street West)
1-544	1205- 21st Avenue West	South Side Of 21st Avenue West; (Lot Of Same)
1-545	2203- 12th Street West	East Side Of 12th Street West; (Lot Of Same)
1-546	1116- 23rd Avenue West	North / East Corner Of 23rd Avenue & 12th Street West; (Lot Of 2227- 12th Street West)
1-547	2411- 12th Street West	South / East Corner At Dead-End Of 12th Street West; (Lot Of Same)
1-548	2405- 11th Street West	South / East Corner At Dead-End Of 11th Street West; (Lot Of Same)
1-549	1016- 23rd Avenue West	North / East Corner Of 23rd Avenue & 11th Street West; (Lot Of 2229- 11th Street West)
1-550	2212- 11th Street West	West Side Of 11th Street West; (Lot Of Same)
1-551	1013- 21st Avenue West	South / East Corner Of 21st Avenue & 11th Street West; (Lot Of 2102- 10th Street West)
1-552	2202- 10th Street West	West Side Of 10th Street West; (Lot Of Same)
1-553	912- 23rd Avenue West	North / East Corner Of 23rd Avenue & 10th Street West
1-554	2414- 10th Street West	West Side Of 10th Street West; (Lot Of Same)
1-555	1002- 26th Avenue West	North / West Corner Of 26th Avenue & 10th Street West; (Lot Of 2510- 10th Street West)
1-556	2901- 9th Street West	South / East Corner Of 9th Street & 29th Avenue West
1-557	2509- 9th Street West	North / North / East Corner Of 9th Street & 26th Avenue West
1-558	820- 25th Avenue West	North / East Corner Of 25th Avenue & 9th Street West
1-559	820- 24th Avenue West	North / East Corner Of 24th Avenue & 9th Street West
1-560	821- 23rd Avenue West	South / East Corner Of 23rd Avenue & 9th Street West
1-561	820- 23rd Avenue West	North / East Corner Of 23rd Avenue & 9th Street West
1-562	820- 22nd Avenue West	North / East Corner Of 22nd Avenue & 9th Street West
1-563	2101- 9th Street West	South / East Corner Of 9th Street & 21st Avenue West
1-564	2120- 7th Street West	North / West Corner Of 7th Street & 22nd Avenue West; (Lot Of 704- 22nd Avenue West)
1-565	2219- 7th Street West	North / West Corner Of 7th Street & 22nd Avenue West; (Lot Of 704- 22nd Avenue West)
1-566	2319- 7th Street West	North / East Corner Of 7th Street & 24th Avenue West; (Lot Of 612- 24th Avenue West)
1-567	620- 25th Avenue West	North / East Corner Of 25th Avenue & 7th Street West; (Lot Of Same)
1-568	2511- 7th Street West	North / East Corner Of 7th Street & 26th Avenue West; (Lot Of 622- 26th Avenue West)
1-569	2511- 5th Street West	North / East Corner Of 5th Street & 26th Avenue West
1-570	502- 25th Avenue West	North / West Corner Of 25th Avenue & 5th Street West; (Lot Of Same)
1-571	502- 24th Avenue West	North / West Corner Of 24th Avenue & 5th Street West; (Lot Of Same)
1-572	2215- 5th Street West	North / East Corner Of 5th Street & 23rd Avenue West; (Lot Of 416- 23rd Avenue West)
1-573	502- 22nd Avenue West	North / West Corner Of 22nd Avenue & 5th Street West; (Lot)
1-574	2212- 3rd Street West	North / West Corner Of 3rd Street & 23rd Avenue West; (Lot Of 302- 23rd Avenue West)
1-575	2108- 3rd Street West	North / West Corner Of 3rd Street & 22nd Avenue West; (Lot Of Same)
1-577	2212- 1st Street West	North / West Corner Of 1st Street & 23rd Avenue West; (Lot Of 2212- 1st Street West)
1-578	2510- 1st Street West	West Side Of 1st Street West; (Lot Of Manasota Flooring)
1-579	104- 26th Avenue West	West / North / West Corner Of 26th Avenue & 1st Street West; (Lot Of Manasota Flooring)
1-585	2112- 18th Street West	North / West Corner Of 18th Street & 22nd Avenue West; (Lot Of 1802- 22nd Avenue West)
1-586	2312- 18th Street West	North / West Corner Of 18th Street & 24th Avenue West; (Lot Of 1802- 24th Avenue West)
1-587	2412- 18th Street West	North / West Corner Of 18th Street & 25th Avenue West; (Lot Of 1802- 25th Avenue West)
1-588	2506- 18th Street West	South / West Corner Of 18th Street & 26th Avenue West
1-589	2902- 25th Street West	West Side Of 25th Street West
1-597	3212- 13th Avenue West	North Side Of 13th Avenue West; By Track Field; (Lot Of Manatee High School)
1-630	2311- 22nd Street West	South / East Corner Of 22nd Street & 24th Avenue West; (Lot Of 2110- 24th Avenue West)
1-631	1909- 24th Avenue West	South / East Corner Of 24th Avenue & 20th Street West; (Lot Of 1909- 24th Avenue West)
1-632	2303- 24th Avenue West	South Side Of 24th Avenue West; (Lot Of Same)
1-653	606- 3rd Avenue West	River Song Condominiums; Near North West Corner Of Building
1-654	606- 3rd Avenue West	River Song Condominiums; Near Southwest Corner Of Building
1-655	502- 3rd Avenue West	Manatee Performing Arts Center; Near Northeast Corner Of Building
1-657	1560- 7th Avenue West	West End Of 7th Avenue West At Wares Creek; Lot Of DeSoto Towers @ 1525- 6th Avenue West
1-658	2123- 8th Avenue Weast	South / East Corner Of 8th Avenue & 22nd Street West; (Lot Of 811- 22nd Street West)
1-659	1303-16th Street West	East Side Of 16th Street West; (Lot Of Sacred Heart Catholic Church At 1505- 12th Avenue West)
1-660	1720-13th Street West	West Side Of 13th Street West; (Lot Of Grand Palms Apartments At 1715- 14th Street West)
1-661	1121-20th Street West	North / East Corner Of 20th Street & 12th Avenue West; (Lot Of 1918- 12th Avenue West)
1-662	704- 20th Street West	South / West Corner Of 20th Street & 7th Avenue West; (Lot Of 2001- 7th Avenue West)
1-668	445- 32nd Street North West	
1-669	3405- Riverview Boulevard Northwest	South / East Corner Of Riverview Boulevard & 35th Street Northwest; (Lot Of 3405- Riverview Blvd. Northwest)
1-670	201- 32nd Street Northwest	North / West Corner Of 34th Street & Avenue "A" Northwest; (Lot Of 3200- Avenue "A" Northwest)
1-671	203- 34th Street Northwest	North / East Corner Of 34th Street & Avenue "A" Northwest; (Lot Of 3218- Avenue "A" Northwest)

3-001	601 43rd Street West	On Jessie P. Miller School Grounds; Access Via Westgate Rear Access Drive (Far West End) & Pedestrian Gate.
3-003	3516 17th Avenue West	North Side Of 17th Avenue West; (Lot Of Same)
3-004	3710 17th Avenue West	North Side Of 17th Avenue West; (Lot Of Same)
3-006	4008 17th Avenue West	North Side Of 17th Avenue West; (Lot Of Same)
3-007	4116 17th Avenue West	North Side Of 17th Avenue West; (Lot Of Same)
3-008	4202 17th Avenue West	North Side Of 17th Avenue West; (Lot Of 1623- 43rd Street West)
3-009	4106 18th Avenue West	North Side Of 18th Avenue West; (Lot Of Same)
3-010	3810 18th Avenue West	Northeast Corner Of 18th Avenue & 39th Street West; (Lot Of Same)
3-011	3606- 18th Avenue West	North Side Of 18th Avenue West; (Lot Of Same)
3-012	1802 34th Street West	Southwest Corner Of 34th Street & 18th Avenue West; (Lot Of 3401- 18th Avenue West)
3-013	1914 34th Street West	Northwest Corner Of 34th Street & 20th Avenue West; (Lot Of 3404- 20th Avenue West)
3-014	2014 34th Street West	Northwest Corner Of 34th Street & 20th Avenue Drive West; (Lot Of 3404- 20th Avenue Drive West)
3-015	2018 34th Street West	North / West Corner Of 34th Street & 21st Avenue West; (Lot Of 3404- 21st Avenue Drive West)
3-016	3608- 21st Avenue West	North / East Corner Of 21st Avenue & 37th Street West; (Lot Of Same)
3-017	3608- 20th Avenue West	North / East Corner Of 20th Avenue & 37th Street West; (Lot Of 1915-37th Street West)
3-018	2001- 38th Street West	East Side Of 38th Street West; (Lot Of Same)
3-019	4111- 21st Avenue West	South / East Corner Of 42nd Street & 21st Avenue West
3-020	2225-42nd Street West	North / East Corner Of 42nd Street & 23rd Avenue West; (Lot Of 4118- 23rd Avenue West)
3-021	2102- 41st Street West	South / West Corner Of 41st Street & 21st Avenue West; (Lot Of 2104- 41st Street West)
3-022	2224-40th Street West	North / West Corner Of 40th Street & 23rd Avenue West ; (Lot Of 4002- 23rd Avenue West)
3-023	2102- 39th Street West	South / West Corner Of 39th Street & 21st Avenue West ; (Lot Of 2104-39th Street West)
3-024	2601- 39th Street West	East Side Of 39th Street West
3-025	3903- 24th Avenue West	South / West Corner Of 24th Avenue & 39th Street West; (Lot OF Same)
3-026	3507- 23rd Avenue West	South / East Corner Of 23rd Avenue & 36th Street West; (Lot Of Same)
3-027	3607- 22nd Avenue West	South Side Of 22nd Avenue West; East Of Cul-de-sac; (Lot Of Same)
3-028	2204- 34th Street West	South / West Corner Of 34th Street & 22nd Avenue West; (Lot Of Same)
3-029	2302- 34th Street West	South / West Corner Of 34th Street & 23rd Avenue West; (Lot Of 3401-23rd Avenue West)
3-030	2320- 34th Street West	West Side Of 34th Street West; (Lot Of Same)
3-031	2708- 34th Street West	South / West Corner Of 34th Street & Southern Parkway West; (Lot Of Same)
3-032	3526- Southern Parkway West	West Side Of Southern Parkway West; (Lot Of Same)
3-033	3615- Southern Parkway West	North / East Corner Of Southern Parkway & Dover Place West; (Lot Of Same)
3-034	3616- Highland Avenue West	North / West Corner Of Highland Avenue & 29th Avenue West; (Lot Of 3602- 29th Avenue West)
3-035	3704- 27th Avenue West	North / West Corner Of 27th Avenue & 37th Street West; (Lot Of Same)
3-036	2812- 38th Street West	North / West Corner Of 38th Street & Sandpointe Drive West; (Lot Of Same)
3-037	4002- 27th Avenue West	North / West Corner Of 27th Avenue & 40th Street West; (Lot Of Same)
3-038	2710- 42nd Street West	North / West Corner Of 42nd Street & 27th Avenue West; (Lot Of Same)
3-039	4025- Sandpointe Drive West	South Side Of Sandpointe Drive West; (Lot Of Same)
3-040	4125- 31st Avenue West	South / West Corner Of 31st Avenue & 42nd Street West; (Lot Of Same)
3-041	4019- 29th Avenue West	South / East Corner Of 29th Avenue & 41st Street West; (Lot Of 2901- 41st Street West)
3-042	2902- 39th Street West	North / North / West Corner Of 39th Street & 29th Avenue West
3-043	2917- Sandpoint Drive West	South Side Of Sandpoint Drive; (Lot Of Same)
3-044	3602- 31st Avenue West	North / West Corner Of 31st Avenue & Highland Avenue West; (Lot Of Same)
3-045	3202- Highland Avenue West	South / West Corner Of Highland Avenue & 32nd Avenue West; (Lot Of Same)
3-046	3107- 40th Street West	North / East Corner Of 40th Street & 32nd Avenue West; (Lot Of 3706- 32nd Avenue West)
3-047	3906- 33rd Avenue West	North / East Corner Of 33rd Avenue West & 40th Street West; (Lot Of Same)
3-048	3701- 33rd Avenue West	South / West Corner Of 33rd Avenue & 37th Street West; (Lot Of Same)
3-049	3805- 33rd Avenue Drive West	South Side Of 33rd Avenue Drive; Across The Road From 3806- 33rd Ave. Dr. W.
3-050	3408- 33rd Avenue Drive West	North / West Corner Of 33rd Avenue Drive & Highland Avenue West; (Lot Of 4016- Highland Avenue West)
3-051	3914- Southern Parkway West	West Side Of Southern Parkway West; (Lot Of Same)
3-052	4019- Southern Parkway West	North / East Corner Of Southern Parkway & 34th Avenue Drive West; (Lot Of Prine School)
3-053	3403- 34th Avenue Drive West	South Side Of 34th Avenue Drive West; (Lot Of Same)
3-054	3509- 34th Avenue Drive West	South Side Of 34th Avenue Drive West; (Lot Of Same)
3-055	3815- Southern Parkway West	North / East Corner Of Southern Parkway & 36th Avenue West; (Lot Of Same)
3-056	3402- 38th Street West	South / West Corner Of 38th Street & 34th Avenue Drive West; (Lot Of Same); Cortez Villas
3-057	4112- 34th Avenue West	North / East Corner Of 34th Avenue & 42nd Street West; (Lot Of 4111- 33rd Avenue Drive West); Cortez Villas
3-058	3205- 42nd Street West	In Median; Faces West; Cortez Villas
3-059	4111- 36th Avenue West	South / East Corner Of 36th Avenue & 42nd Street West; Cortez Villas
3-060	4114- 38th Avenue West	North / East Corner Of 38th Avenue & 42nd Street West; (Lot Of Same); Cortez Villas
3-061	3806- 38th Avenue West	North / East Corner Of 38th Avenue & 39th Street West; (Lot Of Same); Cortez Villas
3-062	3809- 36th Avenue West	South / East Corner Of 36th Avenue & 38th Avenue West; Cortez Villas
3-063	3741- Southern Parkway West	East Side Of Southern Parkway West
3-064	3802- 40th Street West	South / West Corner Of 40th Street & Southern Parkway West; West Side Of Entrance / Exit Of Lakeside South
3-065	4215- Southern Parkway West	South / East Corner Of Southern Parkway & 43rd Street West
3-066	4118- 40th Avenue West	North / East Corner Of 40th Avenue & 42nd Street West; (Lot Of 3919- 42nd Street West; Lakeside South
3-067	4107- 39th Avenue West	West / South / West Corner Of 39th Avenue & 41st Street West;(At Rear Of Lot Of 3902- 41st St. W.);Lakeside South
3-068	4210- 42nd Street West	North / North / West Corner Of 42nd Street & 43rd Avenue West; (Lot Of Same); Lakeside South
3-069	4201- 41st Street West	South / East Corner Of 41st Street & 42nd Avenue West; (Lot Of 4007- 42nd Avenue West); Lakeside South
3-070	4002- 40th Avenue West	North / West Corner Of 40th Avenue & 40th Street West; (Lot Of 3920- 40th Street West); Lakeside South
3-071	4105- 39th Street West	East Side Of 39th Street West; Lakeside South
3-072	4205- 38th Street West	South / East Corner Of 38th Street & 42nd Avenue West; (Lot Of Same); Lakeside South
3-073	4203- 37th Street Court West	North / North / East Corner Of 37th Street Court & 43rd Avenue West; (Lot Of Same); Lakeside South
3-074	4017- 38th Street West	East Side Of 38th Street West; Lakeside South

3-075	3807- 40th Avenue West	South Side Of 40th Avenue West; (Lot Of Clubhouse At 3817- 40th Avenue West); Lakeside South
3-076	3811-39th Avenue West	South Side Of 39th Avenue West; (Lot Of Same); Lakeside South
3-077	3720- 39th Avenue West	North / East Corner Of 39th Avenue & 37th Street Court West; (Lot Of 3933- 37th Street West); Lakeside South
3-078	4011- 37th Street Court West	East Side Of 37th Street Court West; (Lot Of Same); Lakeside South
3-079	4302- 37th Street West	South / West Corner Of 37th Street & 43rd Avenue West; Lakeside South
3-080	4321- 37th Street West	North / North / East Corner Of 37th Street & 44th Avenue West; (Lot Of Shell Station At 3612- 44th Ave. W.)
3-081	4320- 37th Street West	North / North / West Corner Of 37th Street & 44th Avenue West; (Lot Of Taco Bell At 3710- 44th Ave. W.)
3-082	4305- 43rd Street West	North / North / East Corner Of 43rd Street & Cortez Road West
3-083	4302- 47th Avenue West	North / West Corner Of 47th Avenue & 43rd Street West; (Lot Of Building 4320-4330); Shorewalk Condo's
3-084	4609- 47th Avenue West	South Side Of 47th Avenue West
3-085	4439- 47th Avenue West	South Side Of 47th Avenue West
3-086	4710- Montrose Drive West	South / West Corner Of Montrose Drive & Turnberry Court West; Highland Lakes
3-087	4804- Montrose Drive West	South / West Corner Of Montrose Drive & Hebrides Court West; (Lot Of 4301- Hebrides Ct. W.); Highland Lakes
3-088	4312- Muirfield Drive West	West / North / West Corner Of Muirfield Drive & Montrose Drive West; Highland Lakes
3-089	4518- Muirfield Drive West	North Side Of Muirfield Drive Of Muirfield Drive & Montrose Drive West; Highland Lakes
3-090	4725- Dundee Drive West	East Side Of Dundee Drive West; Highland Lakes
3-091	4613- Galloway Boulevard West	West / South / West Corner Of Galloway Boulevard & Dundee Drive West; Highland Lakes
3-092	4702- 47th Street West	South / West Corner Of 47th Street & 47th Avenue West; Near N/E Entrance / Exit Of Sawgrass Cove; (Outside)
3-095	4902- 47th Street West	South / West Corner Of 47th Street & 49th Avenue West; By S/E Entrance / Exit Of Sawgrass Cove; (Outside)
3-101	4701- 51st Street West	East Side Of 51st Street West; North Of North / West Entrance / Exit Of Sawgrass Cove; (Outside)
3-102	4601- 51st Street West	East Side Of 51st Street West; North Of Entrance / Exit Of Palm Cove Apartments
3-110	4602- 47th Street West	South / West Corner Of 47th Street & 46th Avenue West; By Entrance / Exit Of Palm Cove Apartments
3-111	4601- 46th Street Court West	East / South / East Of Office At Shorewalk Condominiums
3-112	4501- 46th Avenue West	South Side Of 46th Avenue West; Across From Tennis Court 1; Shorewalk Condominiums
3-113	4401- 46th Avenue West	South Side Of 46th Avenue West; Shorewalk Condominiums
3-114	4302-46th Avenue West	North / West Corner Of 46th Avenue & 43rd Street West; Shorewalk Condominiums
3-115	4425- 45th Avenue West	South Side Of 45th Avenue West; Shorewalk Condominiums
3-116	4515- 45th Avenue West	South Side Of 45th Avenue West; Shorewalk Condominiums
3-117	4602- 46th Avenue West	North / East Corner Of 46th Avenue & 47th Street West; Shorewalk Condominiums
3-118	4669- Cortez Road West	Bradenton Commons; South / West Of Fan-Atics Sports Bar; Along Access Road At Rear
3-119	4615- Cortez Road West	Bradenton Commons; Along Access Road At Rear; South Of Wares Jewelers
3-120	4351- Cortez Road West	Near South / East Corner Of Bradenton Commons & Doctor Offices; Right Of Ent. / Exit Off 43rd St. W.
3-121	4301- Cortez Road West	Bradenton Commons; Near South / East Corner Of Applebee's Parking Lot; Near 43rd Street West
3-122	4629- Cortez Road West	Bradenton Commons; By "New Garden" Store; West Side Of Cortez Road Entrance / Exit; At Three (3) Way Stop
3-123	4665- Cortez Road West	Bradenton Commons; Near North / West Corner Of Building; By Family Dollar Store
3-124	4430- 47th Street West	West Side Of 47th Street West; By Entrance / Exit Of Aldi Food Mart At 4705- Cortez Road West
3-125	4450- 47th Street West	By South / East Corner Of Holiday Inn Express & Suites Building
3-126	4801- Cortez Road West	Oakmont Terrace; Near North / East Corner Of Oakmont 8 Regal Cinema
3-127	4801- Cortez Road West	Oakmont Terrace; Along Rear Access Road Behind Oakmont 8 Regal Cinema
3-128	4905- Cortez Road West	Oakmont Terrace; Along Rear Access Road At Rear Of Building
3-129	4925- Cortez Road West	Oakmont Terrace; Along Rear Access Road Behind "Beef-O-Brady's Restaurant
3-130	4925- Cortez Road West	Oakmont Terrace; In Parking Lot (Island) In Front Of "Beef-O-Brady's Restaurant
3-131	4951- Cortez Road West	Oakmont Terrace; West Side Of Mattress Outlet; East Side Of "One Way" Entrance
3-132	4955- Cortez Road West	Oakmont Terrace; South Side Of Cortez Road; In Front Of Advance Auto Parts
3-133	5315- Cortez Road West	Wal-Mart; Near South / East Corner Of Building; Along Rear Access Road; (Lot Of Same)
3-134	5315- Cortez Road West	Wal-Mart; Near North / East Corner Of Building & Front Parking Lot; (Lot Of Same)
3-135	5315- Cortez Road West	Wal-Mart; Behind & Near Center Of Building; Along Rear Access Road; (Lot Of Same)
3-136	5315- Cortez Road West	Wal-Mart; In Front Parking Lot; Near Center Of Building; (Lot Of Same)
3-137	5315- Cortez Road West	Wal-Mart; Near South / West Corner Of Building; Along Rear Access Road; (Lot Of Same)
3-138	5315- Cortez Road West	Wal-Mart; Near North / West Corner Of Building
3-139	5525- Cortez Road West	East Side Of Golden Corral Restaurant; South Side Of Entrance / Exit Of Golden Corral; (Lot Of Same)
3-140	4315- 59th Street West	North / East Corner Of 59th Street & Cortez Road
3-141	5522- Cortez Road West	Cortez Commons; By East Side Parking Lot In Median; West Of Storefront
3-142	5726- Cortez Road West	Cortez Commons; In Parking Lot At South / West Corner Of Building; By "The UPS Store"
3-143	5726- Cortez Road West	Cortez Commons; By North / West Corner Of Building; Back Parking Lot Of "The UPS Store"
3-144	5829- Fishermans Drive West	Solana Vista Apartments; Fishermans Drive West; In Front Of Building 3
3-145	5801- Fishermans Drive West	Solana Vista Apartments; Fishermans Drive West; In Front Of Office / Information Center
3-146	5725- Fishermans Drive West	Solana Vista Apartments; Fishermans Drive West; In Between Buildings 6 & 7
3-147	5621- Fishermans Drive West	Solana Vista Apartments; Fishermans Drive West; In Between Buildings 8 & 9
3-148	5569- Fisherman's Drive West	Solana Vista Apartments; Fisherman's Drive West; In Front Of Building 10
3-149	5547- Fishermans Drive West	Solana Vista Apartments; Fishermans Drive West; In Front Of Building 11; East End Of Complex
3-150	3809- 59th Street West	Manatee County Girls Club; In Front; In Ditch; South Of Entrance / Exit; (Lot Of Same)
3-151	3801- 59th Street West	W.D. Sugg Middle School; Near Northwest Corner Of Building; By Front Parking Lot; (Lot Of Same)
3-153	3801- 59th Street West	W. D. Sugg Middle School; Near Southeast Corner Of Building; By Portable Classrooms; (Lot Of Same)
3-154	3709- 54th Street West	North / East Corner Of 54th Street & 38th Avenue West; (Lot Of 5320- 38th Avenue WestWest)
3-155	5206- 38th Avenue West	Horizon Subdivision; North Side Of 38th Avenue West; (Lot Of Same)
3-156	5314- 36th Avenue Circle West	Horizon Townhouses; Buildings "E" & "F"; South Side Of Entrance/Exit; West Side Of 36th Avenue Circle West
3-157	5209- 36th Avenue Drive West	Horizon Subdivision; South / East Corner Of 36th Avenue Drive & 37th Avenue Circle West
3-158	5113- 36th Avenue Drive West	Horizon Subdivision; South Side Of Intersection Of 36th Avenue Drive & 36th Avenue Circle West
3-159	5105- 36th Avenue Drive West	Horizon Subdivision; Southeast Corner Of 36th Avenue Drive & 51st Street Court West;(Lot Of 3601- 51st St. Ct. W.)
3-160	3401- 53rd Street West	South/East Corner Of 53rd Street & 34th Avenue West; (Lot Of 3405- 53rd Street West)
3-161	5104- 35th Avenue West	North / East Corner Of 35th Avenue & 52nd Street West; (Lot Of 3421- 52nd Street West)
3-162	4309- 51st Street West	North / East Corner Of 51st Street & Cortez Road West

3-163	4902- Cortez Road West	Near Northwest Corner Of Pinebrook Commons; Northeast Of Chipotle
3-164	4902- Cortez Road West	Pinebrook Commons; Southwest Corner Of Building; In Parking Lot; East Of Chipotle
3-165	4708- Cortez Road West	Pinebrook Commons; In Parking Area; Near Northeast Corner Of Dollar General At 4726- Cortez Road West
3-167	4309- 47th Street West	North / East Corner Of 47th Street & Cortez Road West; East Side Of Ent. / Exit Of Ironwood Off Cortez Road West
3-168	4490- Cortez Road West	Pinebrook Square; Near Southwest Corner Of Hobby Lobby Building
3-169	4444- Cortez Road West	Pinebrook Square; East Side Of Cortez Road Entrance / Exit; In Flower Bed
3-170	4302- Cortez Road West	Pinebrook Square; North / West Corner Of Entrance / Exit Off 43rd Street West; By Backflow
3-174	3930- Pinebrook Circle West	The Villas At Pinebrook; Building 7; West Side Of Pinebrook Circle West
3-175	4050- Pinebrook Circle West	The Villas At Pinebrook; Building 3; West Side Of Pinebrook Circle West
3-176	4220- Pinebrook Circle West	The Villas At Pinebrook; Building 2; West Side Of Pinebrook Circle West
3-177	4330- Pinebrook Circle West	The Villas At Pinebrook; Building 1; North Side Of Pinebrook Circle West
3-178	4530- Pinebrook Circle West	The Greens At Pinebrook; Building 3; North Side Of Pinebrook Circle West; East Side Of Entrance / Exit
3-188	3730- Pinebrook Circle West	Villas At Pinebrook; "The Woods"; Near Building 18; South Side Of Pinebrook Circle West
3-189	3750- Pinebrook Circle West	Villas At Pinebrook; "The Woods"; Near Building 16; South Side Of Pinebrook Circle West
3-190	3780- Pinebrook Circle West	Pinebrook Condominiums; Building 14; "The Links" South Side Of Pinebrook Circle West
3-191	3890- Pinebrook Circle West	Pinebrook Condominiums; West Side Of Pinebrook Circle West; Lot Of Recreation Center
3-192	3110- 43rd Street West	West Side Of 43rd Street West; (Lot Of Same)
3-193	3302- 43rd Street West	Bradenton Christian School; Near Northeast Corner Of School Property And 43rd Street West
3-194	3307- 45th Street West	Village West Subdivision; East Side Of 45th Street West; (Lot Of Same)
3-195	4505- 36th Avenue West	Village West Subdivision; South Side Of 36th Avenue West; (Lot Of Same)
3-196	4605- 36th Avenue West	Village West Subdivision; South Side Of 36th Avenue West; (Lot Of Same)
3-197	4608- 34th Avenue Drive West	North Side Of 34th Avenue West; (Lot Of Same)
3-198	4504- 33rd Avenue West	North Side Of 33rd Avenue West; (Lot Of Same)
3-200	4702- 34th Avenue West	North West Corner Of 34th Avenue & 47th Street West; (Lot 3314- 47th Street West)
3-201	4902- 35th Avenue West	North / West Corner Of 35th Avenue & 49th Street West; (Lot 3422- 49th Street West)
3-202	4911- 34th Avenue West	South / East Corner Of 34th Avenue & 50th Street West; (Lot 3401- 50th Street West)
3-203	5300- 26th Avenue Court West	In Center Of Cul-de-sac
3-208	2901- 59th Street West	City Of Bradenton Fire Department; By Rear Parking Lot
3-209	2905 59th Street West	Near Southwest Corner Of The City Of Bradenton Public Safety Operations Center; (Lot Of Same; Old Red Cross)
3-210	2901 59th Street West	Out From The Northwest Corner Of BFD Fire Station 3; West Of Water Tower; Near 59th Street; (Lot Of Same)
3-211	5505- Pheasant Lane West	Tanglewood Subdivision; North / West Corner OF Pheasant Lane & Tanglewood Drive West
3-212	2410- Quail Court West	Tanglewood Subdivision; North / West Corner Of Quail Court & Tanglewood Drive West; (Lot OF Same)
3-213	2411- Whipporwill Court West	Tanglewood Subdivision; North / East Corner Of Tanglewood Drive & Whipporwill Court West; (Lot Of Same)
3-214	2407- Falcon Court West	Tanglewood Subdivision; North / East Corner Of Tanglewood Drive & Falcon Court West; (Lot Of Same)
3-215	2109- 59th Street West	Tanglewood Professional Center; Near Southwest Corner Of Main Complex
3-216	2225- 59th Street West	Tanglewood Professional Center; Near Southeast Corner Of Main Complex
3-217	2103- 59th Street West	Tanglewood Professional Center; Near Northeast Corner Of Main Complex
3-218	5525- 21st Avenue West	Surry Place; Near Southwest Corner Of Building; (Lot Of Same)
3-219	5525- 21st Avenue West	Surry Place; Near Northwest Corner Of Building; (Lot Of Same)
3-220	5525- 21st Avenue West	Surry Place; Near Northeast Corner Of Building; (Lot Of Same)
3-221	5525- 21st Avenue West	Surry Place; West Side Of Entrance / Exit; (Lot Of Same)
3-222	5413- 17th Avenue West	South Side Of 17th Avenue West; Near Northeast Corner Of Bishop Animal Hospital Property
3-223	5102- 17th Avenue West	North / West Corner Of 17th Avenue & 51st Street West; (Lot Of Same)
3-224	5118- 17th Avenue West	North / East Corner Of 17th Avenue & 52nd Street West; (Lot Of 1611- 52nd Street West)
3-225	1502- 52nd Street West	South / West Corner Of 52nd Street & 15th Avenue West; (Lot Of 5201- 15th Avenue West)
3-226	5310- 17th Avenue West	North / East Corner Of 17th Avenue & 54th Street West
3-227	5812- 17th Avenue West	North / East Corner Of 59th Street & 17th Avenue West
3-228	1502- 56th Street West	South / West Corner Of 56th Street & 15th Avenue West; Building 35; Meadow Croft
3-229	5802- 15th Avenue West	North / West Corner Of 15th Avenue & 58th Street West; Meadowcroft
3-230	1302- 57th Street West	South / West Corner Of 57th Street & 13th Avenue West; Building 11; Meadow Croft; (Lot Of Same)
3-231	1418- 57th Street West	West Side Of 57th Street West; Building 10; Meadow Croft; (Lot Of Same)
3-232	1318- 56th Street West	West Side Of 56th Street West; Building 21; Meadow Croft; (Lot Of Same)
3-233	5603- 12th Avenue West	South / West Corner Of 12th Avenue & 56th Street West; Building 23; Meadow Croft
3-234	5716- 12th Avenue West	North / East Corner Of 12th Avenue & 58th Street West; Building 24; Meadow Croft; (Lot Of Same)
3-235	5501- 11th Avenue West	South Side Of 11th Avenue West; Meadow Croft; (Lot Of Same)
3-236	5817- 11th Avenue West	South / East Corner Of 11th Avenue & 59th Street West; Meadow Croft; (Lot Of Same)
3-237	6355- Manatee Avenue West	North / East Corner Of Beall's; In Parking Lot; Fountain Court
3-238	6355- Manatee Avenue West	Fountain Court; Southeast Corner Of Beall's Building; Along Rear Access Road
3-239	6355- Manatee Avenue West	Fountain Court; Rear Of Beall's Building; South Side Of Rear Access Road
3-240	6535- Manatee Avenue West	Fountain Court; Rear Of Beall's Building; South Side Of Rear Access Road
3-241	6605- Manatee Avenue West	Fountain Court; Southwest Corner Of Building; South Side Of Rear Access Road At 67th Street West
3-242	6605- Manatee Avenue West	Fountain Court; Northwest Corner Of Building; In Front Parking Area; Near 67th Street West
3-243	6405- Manatee Avenue West	Fountain Court; Southwest Corner Of Manatee Avenue & Main Entrance/Exit; Northeast Of Joey D's Restaurant
3-244	502- 67th Street West	Northwest Prominade; South / West Corner Of Manatee Avenue & 67th Street West
3-245	6749- Manatee Avenue West	Northwest Prominade; South Side Along Rear Access Road
3-246	6915- Manatee Avenue West	CubeSmart Storage Company; West Side Of Main Entrance / Exit Off Manatee Avenue West
3-248	6915- Manatee Avenue West	South Side Of Manatee Avenue West; West Side Of Western Most Entrance/Exit Of CubeSmart Storage
3-249	501- Village Green Parkway West	
3-251	7417- Manatee Avenue West	Manatee West Plaza; Near South / West Corner Of Property; By 75th Street Entrance / Exit
3-252	7441- Manatee Avenue West	Manatee West Plaza; Along Rear Access Road; By Privacy Fence
3-253	501- Village Green Parkway West	
3-255	7421- 7th Avenue West	Village Green; West End Of 7th Avenue West; West Side Of Cul-de-sac; Near 75th Street West
3-256	702- Village Green Parkway West	Village Green; South / West Corner Of Village Green Parkway & 7th Avenue West

3-257	712- Village Green Parkway West	Village Green; North / West Corner Of Village Green Parkway & 8th Avenue West; (Lot of 7302- 8th Ave. W.)
3-258	7413- 8th Avenue West	Village Green; North / West End Of 8th Avenue West; West Side Of Cul-de-sac; Near 75th Street West
3-259	7302- 9th Avenue West	Village Green; North / West Corner Of 9th Avenue & Village Green Parkway West; (Lot Of Same)
3-260	815- 75th Street West	Village Green; North / East Corner Of 75th Street & 9th Avenue West
3-261	1001- Village Green Parkway West	Village Green; South / East Corner Of Village Green Parkway & 10th Avenue West; (Lot Of Same)
3-262	1015- 75th Street West	Village Green; North / East Corner Of 75th Street & 11th Avenue West
3-263	7110- 11th Avenue West	Village Green; North Side Of 11th Avenue West; (Lot Of Same)
3-264	6916- 11th Avenue West	Village Green; North Side Of 11th Avenue West; (Lot Of Same)
3-265	910- 68th Street West	Village Green; North / West Corner Of 68th Street & 10th Avenue West; (Lot Of Same)
3-266	900- 68th Street West	Village Green; West Side Of 68th Street West; In Median Between North & South Divisions Of 9th Avenue West
3-267	6908- 9th Avenue West	Village Green; North Side Of (North Section Of) 9th Avenue West; (Lot Of Same)
3-268	6802- 8th Avenue West	Village Green; North/West Corner Of 8th Avenue & 68th Street West; (Lot Of Same)
3-269	6904- 8th Avenue West	Village Green; North Side Of 8th Avenue West; (Lot Of Same)
3-270	6903- 7th Avenue West	Village Green; South Side Of 7th Avenue West; (Lot Of Same)
3-271	6801- 7th Avenue West	Village Green; South / West Corner Of 7th Avenue West & 68th Street West; (Lot Of Same)
3-272	6701- 7th Avenue West	Village Green; South / West Corner Of 7th Avenue West & 67th Street West; (Lot Of 702- 67th Street West)
3-273	808- 67th Street West	Village Green; West Side Of 67th Street West; (Lot Of Same)
3-274	6510- 9th Avenue West	Village Green; North Side Of 9th Avenue West
3-275	6516- 11th Avenue West	Village Green; North Side Of 11th Avenue West; (Lot Of Same)
3-276	901- 63rd Street West	Village Green; East Side Of 63rd Street At 9th Avenue West; (Lot Of Same)
3-277	1102- 63rd Street West	Village Green; South / West Corner Of 63rd Street & 11th Avenue West; (Lot Of Same)
3-278	6302- 13th Avenue West	Village Green; North / West Corner Of 13th Avenue & 63rd Street West; (Lot Of Same)
3-279	1409- 63rd Street West	Village Green; East Side Of 63rd Street West; (Lot Of Same)
3-281	6614- 16th Avenue Drive West	Village Green; North / East Corner Of 16th Avenue Drive & 67th Street West; (Lot Of Same)
3-282	6702- 17th Avenue West	East Side Of Cul-de-sac; (Lot Of Same)
3-283	6602- 17th Avenue Court West	Freedom Villas; Near South / East Corner Of 17th Avenue Court West (Circle Drive)
3-284	6634- 17th Avenue Court West	Freedom Villas; Near North / West Corner Of 17th Avenue Court West (Circle Drive); (Lot Of Same)
3-285	1706- 68th Street West	North / West Corner Of 68th Street & 18th Avenue West; (Lot Of Same)
3-287	1317- 67th Street West	Village Green; North / East Corner Of 67th Street & 14th Avenue West; (Lot Of 6614- 14th Avenue West)
3-288	6602- 15th Avenue West	Village Green; North Side Of 15th Avenue West; (Lot Of Same)
3-289	1402- 64th Street West	Village Green; West Side Of 64th Street West; (Lot Of Same)
3-290	1308- 65th Street West	Village Green; South / West Corner Of 65th Street & 13th Avenue Drive West
3-291	6712- 13th Avenue Drive West	Village Green; North / East Corner Of 13th Avenue Drive & 68th Street West
3-292	1210- 68th Street West	Village Green; North / West Corner Of 68th Street & 13th Avenue West; (Lot Of 6802- 13th Avenue West)
3-293	6602- 12th Avenue West	Village Green; North Side OF Cul-de-sac; (Lot Of Same)
3-295	1102- 68th Street West	Village Green; South / West Corner Of 68th Street & 11th Avenue West; (Lot Of Same)
3-296	7217- 11th Avenue West	Village Green; South / East Corner Of 11th Avenue & Village Green Parkway West; (Lot Of Same)
3-297	1219- Village Green Parkway West	Village Green; North / East Corner Of Village Green Parkway & 13th Avenue West; (Lot Of Same)
3-298	1301- 75th Street West	East Side Of 75th Street West
3-299	1319- Village Green Parkway West	Village Green; North / East Corner Of Village Green Parkway & 14th Avenue West; (Lot Of Same)
3-300	1519- Village Green Parkway West	Village Green; North / East Corner Of Village Green Parkway & 16th Avenue Drive West
3-301	7409- 18th Avenue West	Village Green; South / East Corner Of 18th Avenue & 75th Street West
3-302	7213- 18th Avenue West	Village Green; South / East Corner Of 18th Avenue & Village Green Parkway West
3-303	7105- 18th Avenue West	Village Green; East / South / East Corner Of 18th Avenue & 72nd Street West
3-304	6905- 18th Avenue West	Village Green; South Side Of 18th Avenue West
3-305	6649- 18th Avenue West	South Side Of 18th Avenue West; (Lot Of Freedom Village
3-306	6601- 18th Avenue West	South / West Corner Of 18th Avenue & Entrance / Exit Of Freedom Village; (Lot Of Freedom Village)
3-307	6510- 21st Avenue West	North / East Corner Of 21st Avenue & 18th Avenue Intersection; (Lot Of Casa Mora Rehab)
3-308	6217- 13th Avenue West	South Side Of 17th Avenue West; (Lot Of Casa Mora Transitional Care Unit)
3-309	6001- 17th Avenue West	South / West Corner Of 17th Avenue West & Entrance / Exit Of Blake Park
3-310	1802- 59th Street West	North Side Of Entrance / Exit Of 1800- Blake Park; (Lot Of Same)
3-311	5902- Blake Way West	North Side Of Entrance / Exit Of Blake Medical Center Off 59th Street West; (Lot Of Same)
3-312	2020- 59th Street West	West Side Of 59th Street West; (Lot Of Blake Medical Center)
3-314	6010- 21st Avenue West	North Side Of 21st Avenue West; (Lot Of Blake Medical Center))
3-315	6202- 21st Avenue West	North Side Of 21st Avenue West; (Lot Of Blake Medical Center))
3-316		
3-317	6202- 21st Avenue West	North / East Corner Of 21st Avenue West At The South / West Corner Of Blake Medical Center Property
3-318	5920- Blake Way West	North / East Corner Of Blake Way West & Entrance / Exit Of Blake Medical Front Parking Lot; (Lot Of Blake Park)
3-319	6202- Blake Way West	North Side Of Blake Way West; Across From Bus Stop; (Lot Of Blake Park)
3-320	6302- Blake Way West	North Side Of Blake Way West; By Entrance / Exit Of Casa Mora Rehab; (Lot Of Blake Park)
3-321	6404- 21st Avenue West	North Side Of Entrance / Exit Of Freedom Village Along 21st Avenue W. (North /South)"The Concord"; (Lot Of Same)
3-322	6414- 21st Avenue West	North Side Of Entrance / Exit Of Freedom Village Off 21st Avenue West; (Lot Of Same)
3-327	6712- 20th Avenue West	Village Green (South); North / East Corner Of 20th Avenue & 68th Street West; (Lot Of 1909- 68th Street West)
3-328	6913- 19th Avenue West	Village Green (South); South / East Corner Of 19th Avenue & 70th Street West; (Lot Of Same)
3-329	1810- 72nd Street West	Village Green (South); North / West Corner Of 72th Street & 19th Avenue West; (Lot Of Same)
3-332	7209- Pointe West Boulevard West	South / East Corner Of Pointe West Boulevard & 72nd Street Circle West; (Lot Of Same)
3-334	7201- Pointe West Boulevard West	South / West Corner Of Pointe West Boulevard & 72nd Street West; (Lot Of 2102- 71st Street West)
3-335	7004- Pointe West Boulevard West	North Side Of Pointe West Boulevard West; (Lot Of Same)
3-336	6806- Pointe West Boulevard West	North / West Corner Of Pointe West Boulevard & 21st Avenue Terrace West; (Lot Of Same)
3-337	2210- 71st Street West	North / West Corner Of 71st Street & 23rd Avenue West; Right Of Entrance To Lift Station; (Lot Of Same)
3-338	6811- 23rd Avenue West	South Side Of 23rd Avenue West; (Lot Of Same)
3-339	6712- 22nd Avenue West	North / East Corner Of 22nd Avenue & 68th Street Court West; (Lot Of Same)
3-340	6906- 22nd Avenue West	North Side Of Cul-de-sac; (Lot Of Same)

3-341	6702- 23rd Avenue West	North / West Corner Of 23rd Avenue & 67th Street West; (Lot Of 2206-67th Street West)
3-342	6605- Pointe West Boulevard West	South / East Corner Of Pointe West Boulevard & 67th Street West; (Lot Of Same)
3-343	6113- Twig Circle West	North / West Corner Of Twig Circle & Walnut Street West; By Building 7; Apartment "D"(Lot Of Same)
3-344	6104- Evergreen Circle West	South / East Corner Of Building 12; (Lot Of Same); Near Recreation/Shuffleboard/Pool Facility
3-345	6419- Pointe West Boulevard West	South / East Corner Of Pointe West Boulevard & 23rd Avenue West; (Lot Of 6501- 23rd Avenue West)
3-346	2302- 64th Street West	South / West Corner Of 64th Street & Pointe West Boulevard West; Right Of Ent. / Exit Of Capetown Village
3-347	2310- 63rd Street Court West	West Side Of 63rd Street Court West; Capetown Village; (Lot Of Same)
3-348	2302- 63rd Street West	South / West Corner Of 63rd Street Court & 63rd Street West; (Lot Of 2302- 63rd St. W.); Capetown Village
3-349	6304- Pointe West Boulevard West	The Landmark At Pointe West; North Side Of Pointe West Boulevard; North Side Of Parking Lot; (Lot Of Same)
3-350	6101- Pointe West Boulevard West	Brookdale Pointe West; East Side Of Entrance/Exit; (Lot Of Same)
3-351	6015- Pointe West Boulevard West	The Clinics At Pointe West; West Side Of Entrance/Exit; By Back Flow Devices
3-352	2213- 61st Street West	North / East Corner Of 61st Street & Pointe West Boulevard West; (Lot Of Infectious Diseases Doctors Offices)
3-352		(Lot Of Same)
3-353	2309- 60th Street Court West	South / West Corner On Cul-de-sac
3-354	2301- 60th Street Court West	South / East Corner Of 60th Street Court & Pointe West Boulevard West; (Lot Of Medical Offices)
3-355	2210- 60th Street West	West Side Of 60th Street West; (Lot Of The Eye Associates @ 6002- Pointe West Boulevard West)
3-356	2302- 59th Street West	South / West Corner Of 59th Street & Pointe West Boulevard West
3-363	2806- Heritage Lane West	Meadowcroft South; West Side Of Heritage Lane West; In Front Of Building 9; 2802-2812; (Lot Of Same)
3-364	6212- Heritage Lane West	Cambridge Village South; North Side Of Heritage Lane West; West Of Cul-de-sac; (Lot Of Same)
3-365	6308- 26th Avenue West	
3-366	6308- Heritage Lane West	North Side Of Heritage Lane West; (Lot Of Same)
3-367	2606-64th Street West	Cambridge Village South; West Side Of Street
3-368	6408- Heritage Lane West	Cambridge Village South; North Side Of Heritage Lane West
3-369	6806- 26th Avenue West	North Side Of 26th Avenue West; (Lot Of Same)
3-370	2604- 66th Street Circle West	East Side Of 66th Street Circle West; (Lot Of Same)
3-371	2603- 67th Street West	North Side Of Road
3-372	6821- Arbor Oaks Drive West	Arbor Oaks Drive; North / East Side Of Cul-de-sac
3-373	6402- 27th Avenue West	North / East Corner Of 27th Avenue & 29th Avenue West
3-374	6601- Heritage Lane West	South / West Corner Of Heritage Lane & 27th Avenue West; (Lot Of Same)
3-375	6612- Heritage Lane West	North Side Of Heritage Lane West; (Lot Of Same)
3-376	2707- 67th Street West	South / West Corner Of 67th Street & 27th Avenue Drive West
3-377	2806- 67th Street West	West Side Of 67th Street West; (Lot Of Same)
3-378	6824- Arbor Oaks Circle West	Arbor Oaks; North Side Of Road By Recreation Area / Pool
3-379	6902- Arbor Oaks Court West	North Side Of Cul-de-sac; (Lot Of Same)
3-380	6930- Arbor Oaks Circle West	Arbor Oaks; South Side Of Cul-de-sac; (Lot Of Same)
3-381	6906- Heritage Lane West	West Side Of Heritage Lane West; (Lot Of Same)
3-382	2808- 68th Street Circle West	North / West Corner Of 68th Street Circle & 29th Avenue West (Lot Of Same).
3-383	6515- 29th Avenue West	South / East Corner Of 29th Avenue & 67th Street Court West
3-384	6503- 29th Avenue West	South Side Of Road; (Lot Of Same)
3-385	2901- 64th Street West	Morningside; South / East Corner Of 64th Street & 29th Avenue West
3-386	6221- 29th Avenue West	Morningside Condominiums; South / East Corner Of 29th Avenue & 63rd Street West; (Lot Of Same)
3-387	2902- 62nd Street West	Morningside; South / West Corner Of 62nd Street & 29th Avenue West
3-388	2902- 61st Street West	Morningside; South / West Corner Of 61st Street & 29th Avenue West
3-389	2902- 60th Street West	Morningside; South / West Corner Of 60th Street & 29th Avenue West; (Lot Of Same)
3-390	2902- 59th Street West	South / West Corner Of 59th Street & 29th Avenue West; (Lot Of Parkside Professional)
3-391	2904- 59th Street West	South Side Of Entrance / Exit Of Parkside Professional Off 59th Street West
3-395	3505-60th Street West	South / East Corner Of 60th Street & 35th Avenue East
3-396	6005- 34th Avenue West	South Side Of 34th Avenue West; (Lot Of Same)
3-397	6206- 34th Avenue West	North Side Of 34th Avenue West; (Lot Of Same)
3-398	6218- 33rd Avenue Circle West	North / East Corner Of 63rd Street & 33rd Avenue Circle West; (Lot Of Same)
3-399	6405- 32nd Avenue West	South / East Corner Of 32nd Avenue & 65th Street West; (Lot Of 3201- 65th Street West)
3-400	6619- 32nd Avenue West	South / East Corner Of 32nd Avenue & 67th Street West; (Lot Of Same)
3-401	6901- 32nd Avenue West	South / West Corner Of 32nd Avenue & 69th Street West; (Lot Of Same)
3-402	3303- 70th Street West	South / East Corner Of 70th Street & 32nd Avenue West
3-403	3301- 69th Street West	North / East Corner Of 69th Street & 34th Avenue West; (Lot Of Same)
3-404	6608- 34th Avenue West	North / East Corner Of 34th Avenue & 67th Street West; (Lot Of Same)
3-405	6502- 34th Avenue West	North / West Corner Of 34th Avenue & 65th Street West
3-406	3409- 64th Street West	East Side Of 64th Street West; (Lot Of Same)
3-407	6214- 35th Avenue West	North / East Corner Of 35th Avenue & 63rd Street West; (Lot Of 3411- 63rd Street West)
3-408	6102- 35th Avenue West	North Side Of 35th Avenue West; (Lot Of Same)
3-409	3807- 59th Street Drive West	North / East Corner Of 59th Street Drive & 39th Avenue West
3-410	3409- 60th Street West	South / West Corner Of 60th Street & 36th Avenue Circle West
3-411	6018- 39th Avenue West	North Side Of 39th Avenue West; (Lot Of Same)
3-412	6224- 39th Avenue West	North Side Of 39th Avenue West; (Lot Of Same)
3-415	6102- 37th Avenue West	North / West Corner Of 37th Avenue & 61st Street West; (Lot Of 3606- 61st Street West)
3-416	6118- 37th Avenue West	North / East Corner Of 37th Avenue & 62nd Street West; (Lot Of 3606- 61st Street West)
3-417	3513- 62nd Street West	East Side Of 62nd Street West; (Lot Of Same)
3-418	6202- 36th Avenue West	North Side Of 36th Avenue West; (Lot Of Same)
3-419	3608- 63rd Street West	West Side Of 61st Street West; (Lot Of Same)
3-420	3605- 64th Street West	East Side Of 64th Street At Corner Of 36th Avenue Drive West; (Lot Of Same)
3-421	3702- 64th Street West	South / West Corner Of 64th Street & 37th Avenue Circle West
3-422	3812- 64th Street West	North / West Corner Of 64th Street & 39th Avenue West; (Lot Of Same)
3-423	3801- 66th Street West	North / East Corner Of 66th Street & 37th Avenue Circle West; (Lot Of Same)

3-424	3705- 66th Street West	South / East Corner Of 66th Street & 37th Avenue Circle West; (Lot Of Same)
3-425	3615- 66th Street West	South / East Corner Of 66th Street & 36th Avenue Drive West; (Lot Of Same)
3-426	3613- 67th Street West	East Side Of 67th Street West
3-427	3601- 67th Street West	South / East Corner Of 67th Street & 36th Avenue Drive West; (Lot Of 6609- 36th Avenue Drive West)
3-428	3501- 67th Street West	South / East Corner Of 67th Street & 35th Avenue West; (Lot Of Same)
3-429	6401- 35th Avenue West	South / East Corner Of 35th Avenue & 65th Street West; (Lot Of Same)
3-430	3415- 66th Street Court West	North / East Corner Of 66th Street Court & 35th Avenue West; (Lot Of Same)
3-431	6714- 35th Avenue West	North / East Corner Of 35th Avenue & 68th Street West; (Lot Of Same)
3-432	6802- 36th Avenue Drive West	North / West Corner Of 36th Avenue Drive & 68th Street West; (Lot Of 3508- 68th Street West)
3-433	3513- 69th Street West	North / East Corner Of 69th Street & 36th Avenue Drive West; (Lot Of 6808- 36th Avenue Drive West)
3-434	6925- 34th Avenue West	South / East Corner Of 35th Avenue & 70th Street West; (Lot Of Same))
3-435	3401- 71st Street West	South / East Corner Of 71st Street & 34th Avenue West; (Lot Of 7001- 34th Avenue West)
3-436	3501- 71st Street West	East Side Of 71st Street West; (Lot Of Sea Breeze Elementary School)
3-437	3701- 71st Street West	East Side Of 71st Street West; (Lot Of Sea Breeze Elementary School)
3-438	Lot 89- Sea Breeze Boulevard West	North / West Corner Of Sea Breeze Boulevard & Royal Boulevard West; By Ent./ Exit; Seabreeze Mobile Estates
3-439	Lot 96- Royal Boulevard West	Royal Boulevard & Third Lane; South / West Corner Of Intersection; Sea Breeze Mobile Estates
3-440	Lot 223- Sixth Lane West	North / West Corner Of Sixth Lane & Fifth Lane; Sea Breeze Mobile Estates
3-441	Lot 46- Sea Breeze Boulevard West	South / East Corner Of Sea Breeze Boulevard & Fifth Lane West; Sea Breeze Mobile Estates
3-442	Lot 41- Sea Breeze Boulevard West	South / East Corner Of Sea Breeze Boulevard & Third Lane West; Sea Breeze Mobile Estates
3-443	Lot 32- Sea Breeze Boulevard West	East Side At Corner Of Sea Breeze Boulevard West; Near South / East Corner Of Park; Sea Breeze Mobile Estates
3-444	Lot 7- Sea Breeze Boulevard West	South Side Of Sea Breeze Boulevard West; South Side Of Park; Sea Breeze Mobile Estates
3-445	4101- 66th Street Circle West	South / East Corner By Entrance; Heritage Village West
3-446	4150- 66th Street Circle West	Near North / East Corner Of Complex; Heritage Village West
3-447	4206- 66th Street Circle West	Near North / West Corner Of Complex; Heritage Village West
3-448	6640- Cortez Road West	Near North / East Corner Of Building; (Lot Of Cortez Village)
3-449	6696- Cortez Road West	Near South / East Corner Of Building By Parking Lot Of Anna Maria Oyster Bar; (Lot Of Cortez Village)
3-450	4302- 66th Street West	By Entrance / Exit Of Tony Begley's Shell Gas Station
3-451	7110 Vista Bella Dr. W.	
3-452	5402-43rd Avenue West	North / West Corner Of 43rd Avenue & Cape Vista Drive West; (Lot Of 4212- Cape Vista Drive West); Cape Vista
3-453	5216- 43rd Avenue West	North / West Corner Of 43rd Avenue & 52nd Street Court West; (Lot Of Same); Cape Vista
3-454	4202- 51st Street West	South / West Corner Of 51st Street & 42nd Avenue West; (Lot Of 5105- 42nd Avenue West); Cape Vista
3-455	4104- 52nd Street West	West Side Of 52nd Street West; Cape Vista
3-457	4102- 52nd Street Court West	South / West Corner Of 52nd Street Court & 41st Avenue West; (Lot Of Same); Cape Vista
3-459	5307- 42nd Avenue West	South / West Corner Of 42nd Avenue & 53rd Street West; (Lot Of Same); Cape Vista
3-460	4008- Cape Vista Drive West	North / West Corner Of Cape Vista Drive & 41st Avenue West; (Lot Of Same); Cape Vista
3-461	5304- 40th Avenue West	North Side Of 40th Avenue West; (Lot Of Same); Cape Vista
3-462	5304- 39th Avenue West	North Side Of 39th Avenue West; (Lot Of Same); Cape Vista
3-463	3812- Cape Vista Drive West	North / West Corner Of Cape Vista Drive & 39th Avenue West; (Lot Of Same); Cape Vista
3-464	3802- 51st Street West	South / West Corner Of 51st Street & 38th Avenue West; (Lot Of 3808- 51st Street West); Cape Vista
3-465	3706- 35th Avenue Drive West	North / North / West Corner Of 35th Avenue Drive & 37th Street West
3-466	3604- 35th Street West	South / West Corner Of 35th Street & 35th Avenue Drive West; (Lot Of Same); Windsor Park
3-467	3611- 36th Street West	East Side Of 36th Street West; (Lot Of Same); Windsor Park
3-468	3603- 38th Avenue West	South / East Corner Of 38th Avenue & 36th Street West; (Lot Of Same); Windsor Park
3-469	3711- 37th Street West	North / East Corner Of 37th Street & 38th Avenue West; (Lot Of Same); Windsor Park
3-470	3604- 39th Avenue West	North Side Of 39th Avenue West; (Lot Of Same); Windsor Park
3-471	3613- 40th Avenue West	South / East Corner Of 40th Avenue & 37th Street West; (Lot Of 4003- 37th Street West); Windsor Park
3-472	3501- 40th Avenue West	South / West Corner Of 40th Avenue & 35th Street West; (Lot Of 4004- 35th Street West); Windsor Park
3-473	4108- 35th Street West	West Side Of 35th Street West; (Lot Of Same); Windsor Park
3-474	4111- 36th Street West	East Side Of 36th Street West; (Lot Of Same); Windsor Park
3-475	3602- 43rd Avenue West	North / West Corner Of 43rd Avenue & 36th Street West; (Lot Of Same); Windsor Park
3-486	6201- Cortez Road West	South Side Of Cortez Road West
3-515	4316- 36th Avenue West	North Side Of 36th Avenue West; (Lot Of Bradenton Christian School)
3-516	4237- 59th Street West	South Of Entrance / Exit Of Cortez Commons; (Lot Of Walgreens At 5896- Cortez Road West)
3-518	6404- Cortez Road West	Along Rear Access Road; (Lot Of Vacant)
3-519	6410- Cortez Road West	Along Rear Access Road; North / West Corner Of Building; (Lot Of Vacant)
3-520	6510- Cortez Road West	Along Rear Access Road; By North / East Corner Of Building; (Lot Of Avocado's Cocina Mexicana & Bar)
3-521	6550- Cortez Road West	Along Rear Access Road & 66th Street West; By North / West Corner Of Lot; (Lot Of Vacant)
3-522	3712- Bridlecrest Lane West	North / North / West Corner Of Bridlecrest Lane & Hamilton Road West; By Retention Pond; Palma Sola Trace
3-523	3905- Bridlecrest Lane West	North / North / East Corner Of Bridlecrest Lane & Emma; Road West; Palma Sola Trace
3-524	4013- Bridlecrest Lane West	South / South / East Corner Of Bridlecrest Lane & Skybird Road West; Palma Sola Trace
3-525	4180- Overture Circle West	South / East Corner Of Overture Circle & Skybird Road West; Palma Sola Trace
3-526	4066-4080 Overture Circle West	Near South / East Corner Of Subdivision; Near Entrance/Exit Gate & Dumpster Area; Palma Sola Trace
3-527	7249- Hamilton Road West	North / West Corner Of Hamilton Road & Overture Circle West; Palma Sola Trace
3-528	7305- Emma Road West	South / West Corner Of Emma Road & Hamilton Road West; Palma Sola Trace
3-529	7315- Hamilton Road West	South Side Of Hamilton Road West; Palma Sola Trace
3-530	3602- Bridlecrest Lane West	South / West Corner Of Bridlecrest Lane & Summerwind Circle West; Palma Sola Trace
3-531	3621- Summerwind Circle West	East Side Of Summerwind Circle West; Palma Sola Trace
3-532	3657- Summerwind Circle West	South Side Of Summerwind Circle West; Palma Sola Trace
3-533	3709- Summerwind Circle West	South Side Of Summerwind Circle West; Near North / East Corner Of Subdivision; Palma Sola Trace
3-534	3737- Summerwind Circle West	South / West Corner Of Summerwind Circle & Cleary Terrace West; Palma Sola Trace
3-535	3779- Rainforest Court West	East Side Of Rainforest Court West; Palma Sola Trace
3-536	3760- Summerwind Circle West	South Side Of Summerwind Circle West; Palma Sola Trace
3-553	5415- 38th Avenue West	Near Northwest Corner Of Building; Kids Academy Plus

3-554	2102- 61st Street West	South / West Corner Of 61st Street & 21st Avenue West; (Lot Of Blake Hospital Medical Staff Parking Garage)
3-555	2401- 60th Street Court West	North End Of Front Parking Lot; Behind Backflow Device; (Lot Of Florida Cancer Specialists)
3-556	5715- 21st Avenue West	South Side Of 21st Avenue West; In Front Of Offices At 5715-5721- 21st Avenue West; Oak Park
3-567	5566- Cortez Road West	Cortez Commons; Near North / East Corner Of Building
3-573	7010- Vista Bella Drive West	South / East Corner Of Vista Bella Drive & Calle Grand Street West; Mirabella Subdivision
3-574	7002- Vista Bella Drive West	North Side Of Vista Bella Drive West; East Of Round-A-Bout; Mirabella Subdivision
3-575	7002- Costa Bella Drive West	East Of Calle Grand Street; North Side Of Costa Bella Drive West; (Lot Of Same); Mirabella Subdivision
3-576	7206- Costa Bella Drive West	West Of Calle Grand Street; North Side Of Costa Bella Drive West; (Lot Of Same); Mirabella Subdivision
3-577	1610- Calle Grand Street West	North / West Corner Of Calle Grand Street & Costa Bella Drive West; (Lot Of Same); Mirabella Subdivision
3-578	7005- Playa Bella Drive West	East Of Calle Grand Street West; South Side Of Playa Bella Drive West; Mirabella Subdivision
3-579	7111- Playa Bella Drive West	West Of Calle Grand Street; South Side Of Playa Bella Drive West; Mirabella Subdivision
3-580	1202- Calle Grand Street West	South / West Corner Of Calle Grand Street & Playa Bella Drive West; Mirabella Subdivision
3-581	1320- Calle Grand Street West	North / West Corner Of Vista Bella Drive & Calle Grand Street West; Mirabella Subdivision
3-582	4402- 36th Avenue West	North Side Of 36th Avenue West; (Lot Of Bradenton Christian School At 3304- 43rd Street West)
3-583	5451- Cortez Road West	Townplace Suites; In Front Parking Lot; By Backflow Device
3-584	5718- 21st Avenue West	East Side Of Entrance / Exit Of Bishop SPCA (Off 21st Avenue West)
3-585	6305- Manatee Avenue West	Panera Bread Restaurant; Out From Northwest Corner Of Building; Fountain Court Shopping Center
3-586	5718- 21st Avenue West	East Side Of Entrance / Exit Of Bishop Animal Shelter Off 21st Avenue West
3-587	5305- Cortez Road West	Wal-Mart Gas Station; South / West Of Fuel Pumps; Right Of Entrance
3-588	2901- 59th Street West	In Front Of BFD Station 3; South Side Of Front Ramp (Off 59th Street West); By Backflow Device; (Lot Of Same)
3-589	6202- 17th Avenue West	North Side Of 17th Avenue West; East Side Of Entrance / Exit Of Coastal Orthpedics; (Lot Of Same)
3-590	701- 63rd Street West	Near Southeast Corner Of Beall's Store; Fountain Court; West Manatee Fire Station (Administrative Offices)
3-591	5750 33rd Avenue Drive West	Near South / East Corner Of EMS Station
3-592	5630 Cortez Road West	Cortez Commons; North Side Of Rear Access Road; By Lake

To be completed in CY26 (Count: 578)		
2-011	300- Riverside Drive East	South Side Of Riverside Drive East; (Lot Of Riverside Medical Center)
2-012	508- Riverside Drive East	South Side Of Riverside Drive East; (Lot Of Same)
2-013	230- 6th Street Northeast	East Side Of 6th Street East; By Entrance To Caddy's; (Lot Of Same)
2-014	102- 6th Street East	North / East Corner Of 6th Street & 1st Avenue East; Lot Of Same)
2-015	506- 1st Avenue East	South Side Of 1st Avenue East; (Lot)
2-016	101- 4th Street East	South / East Corner Of 4th Street & 1st Avenue East; (Lot Of Same)
2-017	212- 2nd Avenue East	South Side Of 2nd Avenue East; By Parking Lot Of Riverside Medical Center
2-018	412- 2nd Avenue East	South Side Of 2nd Avenue East; (Lot Of Same)
2-019	201- 6th Street East	South / East Corner Of 6th Street & 2nd Avenue East; (Lot Of Same)
2-020	301- 6th Street East	South / East Corner Of 6th Street & 3rd Avenue East; (Lot Of Same)
2-021	508- 3rd Avenue East	South Side Of 3rd Avenue East
2-022	209- 4th Street East	North Side Of Circle; East Side Of 4th Street East
2-023	210- 3rd ASvenue East	South Side Of 3rd Avenue East; (Lot Of Same)
2-024	402- 3rd Avenue East	South / East Corner Of Circle; (Lot Of 307; 309 & 311- 4th Street East; "Char-ell Manor".
2-025	504- 4th Avenue East	South Side Of 4th Avenue East; (Lot Of Same)
2-026	216- 4th Avenue East	South Side Of 4th Avenue East; (Lot Of Gulf Coast Surgery Center At 411- 2nd Street East)
2-028	420- 4th Street East	North / West Corner Of 4th Street & Manatee Avenue East
2-029	503- Manatee Avenue East	North / East Corner Of Manatee Avenue & 5th Street East; (Lot Of Pro Aesthetic Center)
2-030	413- 6th Street East	North / East Corner Of 6th Street & Manatee Avenue East; (Lot Of Same)
2-031	611- Manatee Avenue East	North / West Corner Of Manatee Avenue & 7th Street East
2-032	301- 7th Street East	South / East Corner Of 7th Street & 3rd Avenue East
2-033	813- Manatee Avenue East	East / North / East Corner Of Manatee Avenue & 8th Street East
2-034	431- 9th Street East	North / East Corner Of 9th Street & Manatee Avenue East; (Lot Of 905- Manatee Avenue East)
2-035	305- 9th Street East	South / South/ East Corner Of 9th Street & 3rd Avenue East; (Lot Of Retention Pond)
2-036	205- 9th Street East	East Side Of 9th Street East; (Lot Of Same); *ATTENTION! : FLOOD HAZARD IF HYDRANT IS LEFT RUNNING
2-037	1002- Riverside Drive East	South / East Corner Of Riverside Drive & 10th Street East; (Lot Of Same)
2-038	201- 10th Street East	East Side Of 10th Street East; (Lot Of Glazer-Gates Park)
2-039	319- 10th Street East	East Side Of 10th Street East; South Of 3rd Avenue East; Outside Fence; (Lot Of The Preserve At Riverwalk Apts.)
2-040	1001- Manatee Avenue East	North / East Corner Of Manatee Avenue & 10th Street East
2-041	1019- Manatee Avenue East	North Side Of Manatee Avenue East; Outside Fence; (Lot Of The Preserve At Riverwalk Apartments)
2-042	1063- Manatee Avenue East	North / West Corner Of Manatee Avenue & 11th Street East; (Lot Of Same)
2-048	202- 12th Street East	South / West Corner Of 12th Street & 2nd Avenue East; (Lot Of Shore-View Apartments; Outside Fence)
2-049	219- 12th Street East	North / East Corner Of 12th Street & 3rd Avenue East; (Lot Of Same)
2-050	1201- 4th Avenue East	North / East Corner Of 4th Avenue & 12th Street East; (Lot Of 335- 12th Street East)
2-051	1201- Manatee Avenue East	North / East Corner Of Manatee Avenue & 12th Street East
2-052	1401- Manatee Avenue East	North / East Corner Of Manatee Avenue & 14th Street East; (Lot Of 417- 14th Street East)
2-053	401- 14th Street East	South / East Corner Of 14th Street & 4th Avenue East
2-054	227- 14th Street East	North / East Corner Of 14th Street & 3rd Avenue East; (Lot Of 1405- 3rd Avenue East)
2-055	1316- 2nd Avenue East	South / West Corner Of 2nd Avenue & 14th Street East; (Lot Of Indian Spring Park)
2-056	103- 15th Street East	North / East Corner Of 15th Street & 1st Avenue East; (Lot Of Bay Vue Assisted Living Facility @ 105- 15th St. E.)
2-057	1523- 2nd Avenue East	North Side Of 2nd Avenue East; (Lot Of Bay Vue Rehabilitation Facility At 105- 15th Street East)
2-058	1502- 2nd Avenue East	South / East Corner Of 2nd Avenue & 15th Street East; (Lot Of 1504- 2nd Avenue East)
2-059	223- 15th Street East	North / East Corner Of 15th Street & 3rd Avenue East; (Lot Of Manatee United Methodist Church)
2-060	401- 15th Street East	South / East Corner Of 15th Street & 4th Avenue East; (Corner Lot)
2-061	1501- Manatee Avenue East	North / East Corner Of Manatee Avenue & 15th Street East
2-062	417- 16th Street East	North / East Corner Of 16th Street & Manatee Avenue East; (Lot Of Amistad Insurance)
2-063	1601- 4th Avenue East	North / East Corner Of 4th Avenue & 16th Street East; (Lot Of 1603- 4th Avenue East)
2-064	301- 16th Street East	South / East Corner Of 16th Street & 3rd Avenue East; (Lot Of 309- 16th Street East)
2-065	1602- 2nd Avenue East	South / East Corner Of 2nd Avenue & 16th Street East; (Lot Of 205- 16th Street East)
2-066	103- 16th Street East	North / East Corner Of 16th Street & 1st Avenue East; (Lot Of Same)
2-067	108- 17th Street Northeast	North / East Corner Of 17th Street East; Dead End At River; (Lot Of Same)
2-068	1702- 2nd Avenue East	South / East Corner Of 2nd Avenue & 17th Street East
2-069	321- 17th Street East	North / East Corner Of 17th Street & 4th Avenue East; (Corner Lot)
2-070	411- 17th Street East	North / East Corner Of 17th Street & Manatee Avenue East; (Corner Lot)
2-071	1801- Manatee Avenue East	North / East Corner Of Manatee Avenue & 18th Street East; (Lot Of 411- 18th Street East)
2-072	314- 18th Street East	North / West Corner Of 18th Street & 4th Avenue East; (Lot Of 1733- 4th Avenue East)
2-073	218- 18th Street East	North / West Corner Of 18th Street & 3rd Avenue East; (Lot Of 216- 18th Street East)
2-074	202- 18th Street East	South / West Corner Of 18th Street & 2nd Avenue East; (Lot Of 1732- 2nd Avenue East)
2-075	126- 18th Street East	North / West Corner Of 18th Street & 2nd Avenue East; (Lot Of Same)
2-076	105- 18th Street Northeast	West Side Of 18th Street; By Lift Station & River; (Lot Of Same)
2-077	1830- Riverside Drive East	South Side Of Riverside Drive East; (Lot Of Same)
2-078	207- 19th Street Northeast	South / East Corner Of 19th Street & Riverside Drive East
2-079	1840- Saint George Drive East	West / South / West Corner Of Saint George Drive & 19th Street Northeast
2-080	107- 19th Street Northeast	East Side Of 19th Street Northeast; (Lot Of 1902- Saint George Drive Northeast)
2-081	1821- 1st Avenue East	North Side Of 1st Avenue Northeast; (Lot Of Same)
2-082	1841- 2nd Avenue East	North / West Corner Of 2nd Avenue & 19th Street East; (Lot Of Same)
2-083	215- 19th Street East	North / East Corner Of 19th Street & 3rd Avenue East; (Lot Of 1901- 3rd Avenue East)
2-084	1823- 3rd Avenue East	North Side Of 3rd Avenue East; (Lot Of Same) *ATTENTION: FLOOD HAZARD AT 1819- 3rd Avenue East
2-085	1901- Manatee Avenue East	North / East Corner Of Manatee Avenue & 19th Street East; (Lot)
2-086	2001- Manatee Avenue East	North / East Corner Of Manatee Avenue & 20th Street East; (Corner Lot)
2-087	413- 20th Street East	East Side Of 20th Street East; (Lot Of Same)
2-088	301- 20th Street East	South / East Corner Of 20th Street & 3rd Avenue East; (Lot Of 2002- 3rd Avenue East)

2-089	2001- 2nd Avenue East	North / East Corner Of 2nd Avenue & 20th Street East; (Lot Of Same)
2-090	1910- 1st Avenue East	South Side Of 1st Avenue East; (Lot Of Same)
2-091	2015- 1st Avenue East	North Side Of 1st Avenue East At Dead End; (Lot Of Same)
2-092	107- 20th Street Northeast	East Side Of 20th Street Northeast; (Lot Of Same)
2-093	2017- Saint George Drive East	North Side Of Saint George Drive East At Dead End; (Lot Of Same)
2-094	207- 20th Street Northeast	South / East Corner Of 20th Street & Riverside Drive Northeast
2-095	2023- Riverside Drive East	North / West Corner Of Riverside Drive & 21st Street Northeast
2-096	2101- 2nd Avenue East	North / East Corner Of 2nd Avenue & 21st Street East; (Lot Of Same)
2-097	2101- Manatee Avenue East	North / East Corner Of Manatee Avenue & 21st Street East
2-098	2201- Manatee Avenue East	North / East Corner Of Manatee Avenue & 22nd Street East
2-099	205- 22nd Street Northeast	East Side Of 22nd Street Northeast; (Lot Of Same)
2-100	2209- 2nd Avenue East	North Side Of 2nd Avenue East; (Lot Of Same)
2-101	332- 22nd Street Court Northeast	East Side Of 22nd Street Court Northeast
2-102	209- 22nd Street Court Northeast	East Side Of 22nd Street Court Northeast; (Lot Of Same)
2-103	302- 23rd Street East	South / West Corner Of 23rd Street & 3rd Avenue East; (Corner Lot)
2-104	408- 23rd Street East	North / North / West Corner Of 23rd Street & Manatee Avenue East
2-105	2301- Manatee Avenue East	North / East Corner Of Manatee Avenue & 23rd Street East; (Lot Of 403- 23rd Street East
2-106	2301- 3rd Avenue East	North / East Corner Of 3rd Avenue & 23rd Street East; (Lot Of 223- 23rd Street East)
2-107	2301- 2nd Avenue East	North / East Corner Of 2nd Avenue & 23rd Street East; (Lot Of 2237- 2nd Avenue East)
2-108	122- 23rd Street Court Northeast	North East Cornre At North End Of 23rd Street Court Northeast
2-109	2329- 2nd Avenue East	West / North / West Corner Of 2nd Avenue & 24th Street East; (Lot Of Same)
2-110	203- 24th Street Northeast	East Side Of 24th Street Northeast; (Lot Of Same)
2-111	307- 24th Street Northeast	North / East Corner Of 24th Street & Vermont Avenue Northeast
2-112	316- 24th Street Northeast	South / West Corner Of 24th Street & Riverside Drive Northeast; (Lot Of Same)
2-113	2420- Riverside Drive Northeast	South Side Of Riverside Drive Northeast; (Lot)
2-114	2405- Crescent Court Northeast	East / North/ East Corner Of Crescent Court & 24th Street Northeast; (Lot Of Same)
2-115	316- Crescent Court Northeast	South / West Corner Of Crescent Court & Riverside Drive Northeast; (Lot Of Same)
2-116	225- Crescent Court Northeast	East Side Of Crescent Court Northeast; (Lot Of Same)
2-117	215- Vermont Avenue Northeast	East Side Of Vermont Avenue Northeast; (Lot Of Same)
2-118	111- Chauncey Avenue Northeast	South / East Corner Of Chauncey Avenue & Vermont Avenue Northeast; (Lot Of Same)
2-119	309- Chauncey Avenue Northeast	South/ South/ East Corner Of Chauncey Avenue & Riverside Drive Northeast
2-120	2601- Braden Castle Drive Northeast	N/W Corner Of Braden Castle Drive & Lafayette St. ;By Entry Gate To Park; (Back Lot Of 215- Chancey Ave. NE.)
2-121	211- Brown Street Northeast	South / South / East Corner Of Brown Street & Braden Castle Drive Northeast; (Lot Of Same)
2-122	113- Brown Street East	North / North / East Corner Of Brown Street & 2nd Avenue East
2-123	2507- 2nd Avenue East	North Side Of 2nd Avenue East; Near (Eastern Most) Dead End Of 2nd Avenue East; (Lot Of Lift Station)
2-124	2501- 2nd Avenue East	North Side Of 2nd Avenue & Brown Street East; (Lot Of Same)
2-125	302- 24th Street East	South / West Corner Of 24th Street & 3rd Avenue East; (Corner Lot)
2-126	2401- Manatee Avenue East	North / East Corner Of Manatee Avenue & 24th Street East; (Corner Lot)
2-127	2635- Manatee Avenue East	North / West Corner Of Manatee Avenue & 27th Street East; (Lot Of Massey Services Inc.)
2-128	302- 27th Street East	South / West Corner Of 27th Street & 3rd Avenue East; (Lot Of Same)
2-129	223- 27th Street East	N/E Corner Of 27th St. & Ponce-De- Leon St. At Braden Castle Drive Intersection;(Lot Of 2- Braden Castle Dr. E.)
2-132	18- DeSoto Street Northeast	North End Of DeSoto Street & U-Turn At Manatee River; (Lot 18- DeSoto Street Northeast)
2-133	13- High Street Northeast	North End Of High Street At Manatee River; (Lot Of 13- High Street Northeast)
2-134	2- Plaza Street Northeast	North /West Corner Of Plaza Street & Braden Castle Drive Northeast
2-135	9- Plaza Street Northeast	North / East Corner Of Plaza Street At Manatee River; By 9- Plaza Street Northeast; By Pier
2-136	1- Parkview Street Northeast	South / West Corner Of Parkview Street & Riverview Lane Northeast
2-137	30- Braden Castle Drive Northeast	North / West Corner Of Braden Castle Drive & Office Drive Northeast
2-138	110- Orchid Lane East	South / West Corner Of Orchid Lane & Riverview Lane Northeast; Across From 13 Orchid Lane East
2-139	220- Orchid Lane East	North / West Corner Of Orchid Lane & Poinciana Circle East; Across For 21 Orchid Lane East
2-140	2710- 4th Avenue East	South Side Of 4th Avenue East; Right Of West Side Entrance / Exit Of Two Rivers Park; (Lot Of Same)
2-141	302- 28th Street East	South / West Corner Of 28th Street & Idle Lane East; Lot B3 (Two Rivers Park)
2-142	2801- Manatee Avenue East	North / East Corner Of Manatee Avenue & 28th Street East
2-143	3001- State Road 64 East	North Side Of State Road 64 East; Near West End Of Western Most Bridge On State Road 64 East
2-144	3002- State Road 64 East	South Side Of State Road 64 East; Near West End Of Western Most Bridge On State Road 64 East; By Boat Launch
2-145	2901- 6th Avenue East	North / East Corner Of 6th Avenue Drive & 29th Street East; Corner Lot)
2-146	3001-7th Avenue Circle East	North / East Corner Of 7th Avenue Circle & Hubbel Road East
2-147	606- Hubbel Road East	South / West Corner Of Hubbel Road & 6th Avenue Drive East
2-148	2802- 7th Avenue East	South / East Corner Of 7th Avenue & 28th Street Circle East
2-149	3011- 9th Avenue East	North Side Of 9th Avenue At Eastern Dead End; (Lot Of Same)
2-150	2813- 9th Avenue East	North / West Corner Of 9th Avenue & 29th Street East; (Lot Of 820- 29th Street East)
2-151	2729- 9th Avenue East	North / West Corner Of 9th Avenue & 28th Street East; (Lot Of 818- 28th Street East)
2-152	707- 27th Street East	North / East Corner Of 27th Street & 9th Avenue East; (Lot OF Same)
2-153	624- 29th Street East	North / North / West Corner Of 29th Street & 7th Avenue East; (Lot Of Same)
2-154	508- 29th Street East	South / South / West Corner Of 29th Street & Manatee Avenue East; (Lot)
2-155	2824- Manatee Avenue East	South / West Corner Of Manatee Avenue & 29th Street East; (Lot)
2-156	2790- Manatee Avenue East	South Side Of Manatee Avenue East; (Lot Of BP Gas Station)
2-157	2612- Manatee Avenue East	South / West Corner Of Manatee Avenue & 27th Street East; (Lot Of Kirya Gas Station)
2-158	524- 27th Street East	West Side Of 27th Street East; (Lot)
2-159	2625- 7th Avenue East	North / West Corner Of 7th Avenue & 27th Street East; (Lot)
2-161	2621- 9th Avenue East	West / North / West Corner Of 9th Avenue & 27th Street East; (Lot)
2-162	802- 26th Street East	South / West Corner Of 26th Street & 8th Avenue East; (Lot Of 2522- 8th Avenue East)
2-163	2520- 7th Avenue East	West / South / West Corner Of 7th Avenue & 26th Street East; (Lot Of Same)
2-164	807- 25th Street Court East	South / East Corner Of 25th Street & 8th Avenue Drive East

2-165	2511- 9th Avenue East	North / West Corner Of 9th Avenue & 25th Street East
2-166	2425- 9th Avenue East	North / West Corner Of 9th Avenue & 25th Street East; (Lot Of Same)
2-167	2502- 7th Avenue East	South / East Corner Of 7th Avenue & 25th Street East
2-168	2402- 8th Avenue East	South / East Corner Of 8th Avenue & 24th Street East; (Lot Of 803- 24th Street East)
2-169	2402- 7th Avenue East	South / East Corner Of 7th Avenue & 24th Street East; (Lot Of 701- 24th Street East)
2-170	601- 24th Street East	East Side Of 24th Street East; (Lot Of Same)
2-171	2301- 6th Avenue Drive East	North / East Corner Of 6th Avenue Drive & 23rd Street East; (Lot Of 615- 23rd Street East)
2-172	2520- Manatee Avenue East	South / West Corner Of Manatee Avenue & 26th Street East
2-173	2424- Manatee Avenue East	South Side Of Manatee Avenue East; (Lot Of Sun Bay Plaza)
2-174	2330- Manatee Avenue East	South / West Corner Of Manatee Avenue & 24th Street East
2-175	2321- 6th Avenue Drive East	North / West Corner Of 6th Avenue Drive & 24th Street East; (Lot Of 616- 24th Street East)
2-176	2307- 9th Avenue East	North Side Of 9th Avenue East; (Lot Of 2301- 9th Avenue East)
2-177	2211- 9th Avenue East	North / East Corner Of 9th Avenue & 22nd Street East; (Lot Of 2209- 9th Avenue East)
2-178	2120- 9th Avenue East	North / East Corner Of 9th Avenue & 21st Street Court East; (Lot Of Same)
2-179	827- 20th Street East	North / East Corner Of 20th Street & 9th Avenue East; (Lot Of Same)
2-180	723- 20th Street East	North / East Corner Of 20th Street & 8th Avenue East; (Lot Of Same)
2-181	720- 21st Street East	North / West Corner Of 21st Street & 8th Avenue East; (Lot Of Same)
2-182	719- 22nd Street East	North / East Corner Of 22nd Street & 8th Avenue East; (Lot Of 2201- 8th Avenue East)
2-183	2301- 7th Avenue East	North / East Corner Of 7th Avenue & 23rd Street East; (Lot Of 2305- 7th Avenue East)
2-184	2105- 7th Avenue East	East / North / East Corner Of 7th Avenue & 21st Street East
2-185	701- 20th Street East	South / East Corner Of 20th Street & 7th Avenue East; (Lot Of 2014- 7th Avenue East)
2-186	601- 20th Street East	South / East Corner Of 20th Street & 6th Avenue East; (Lot Of 553- 20th Street East)
2-187	521- 20th Street East	North / East Corner Of 20th Street & 5th Avenue Drive East; (Lot of Braden River Rehabilitation Center)
2-188	602- 21st Street East	South / West Corner Of 21st Street & 6th Avenue East; (Lot Of 604- 21st Street East)
2-189	615- 22nd Street East	North / East Corner Of 22nd Street & 6th Avenue Drive East
2-190	527- 23rd Street East	North / East Corner Of 23rd Street & 6th Avenue East
2-191	817- 15th Street East	South / East Corner Of 15th Street & 8th Avenue East; (Lot Of Koin Kleen Laundromat)
2-192	502- 23rd Street East	South / West Corner Of 23rd Street & Manatee Avenue East; (Lot Of Vince's Produce Market & Deli)
2-193	2122- Manatee Avenue East	South / West Corner Of Manatee Avenue & 22nd Street East; (Lot Of Same)
2-194	2010- Manatee Avenue East	South / West Corner of Manatee Avenue & 21st Street East
2-195	503- 20th Street East	South / South / East Corner Of 20th Street & Manatee Avenue East; (Lot Of Braden River Rehabilitation Center)
2-196	1938- Manatee Avenue East	South / West Corner Of Manatee Avenue & 20th Street East; (Lot Of Wesleyan Church)
2-197	1916- 7th Avenue Drive East	South Side Of 7th Avenue Drive East; North Side Of Water Tower; (Lot Of Same)
2-198	720- 19th Street East	North / West Corner Of 19th Street & 8th Avenue East; (Lot Of 1833- 8th Avenue East)
2-199	1839- 7th Avenue East	North / West Corner Of 7th Avenue & 19th Street East; (Lot Of Same)
2-200	522- 19th Street East	North / West Corner Of 19th Street & 5th Avenue Drive East; (Lot)
2-201	502- 19th Street East	South / West Corner Of 19th Street & Manatee Avenue East
2-202	543- 18th Street East	North / East Corner Of 18th Street & 6th Avenue East; (Lot Of 539- 18th Street East)
2-203	619- 18th Street East	North / East Corner Of 18th Street & 7th Avenue East
2-205	1801- 9th Avenue East	North / East Corner Of 9th Avenue & 18th Street East; (Lot Of 817- 18th Street East)
2-206	1701- 9th Avenue East	North / East Corner Of 9th Avenue & 17th Street East; (Lot Of Same)
2-207	1501- 9th Avenue East	North / East Corner Of 9th Avenue & 15th Street East
2-208	733- 15th Street East East	South / East Corner Of 15th Street & 8th Avenue East; (Lot Of Same)
2-209	717- 16th Street East	North / East Corner Of 16th Street & 7th Avenue Drive East; (Lot Of Same)
2-210	717- 17th Street East	North / East Corner Of 17th Street & 7th Avenue Drive East
2-211	701- 16th Street East	South / East Corner Of 16th Street & 7th Avenue East; (Lot OF 1604- 7th Avenue East)
2-212	1517- 7th Avenue East	North Side Of 7th Avenue East; (Lot Of Manatee Baptist Church At 1501- 7th Avenue East)
2-213	619- 15th Street East	North / East Corner Of 15th Street & 7th Avenue East; (Lot OF Manatee Baptist Church At 1501- 7th Ave. E.)
2-214	1539- 6th Avenue East	North / West Corner Of 6th Avenue & 16th Street East
2-215	525- 17th Street East	North / East Corner Of 17th Street & 6th Avenue East
2-216	1730- Manatee Avenue East	South / West Corner Of Manatee Avenue & 18th Street East; (Lot Of Manatee Physician Alliance)
2-217	1630- Manatee Avenue East	South / West Corner Of Manatee Avenue & 17th Street East; (Lot Of Manatee Elementary School)
2-218	1602- Manatee Avenue East	South / East Corner Of Manatee Avenue & 16th Street East
2-219	503- 15th Street East	South / South / East Corner Of 15th Street & Manatee Avenue East; (Lot Of Coin Laundry)
2-220	506- 15th Street East	South / South / West Corner Of 15th Street & Manatee Avenue East
2-221	1401- 7th Avenue East	Near South / East Corner Of (Old) City Of Bradenton Fire Station 2; Inside Fence By Gate
2-222	1405- 9th Avenue East	North / East Corner Of 9th Avenue & 14th Street East; (Lot of General Propeller).
2-223	821- 12th Street East	North / East Corner Of 12th Street & 9th Avenue East; (Lot Of Pioneer Oil Company)
2-224	801- 12th Street East	South / East Corner Of 12th Street & 8th Avenue East; (Lot Of Pioneer Oil Company)
2-225	1301- 8th Avenue East	North / East Corner Of 8th Avenue & 13th Street East; (Lot Of Bradenton Gospel Tabernacle)
2-226	1313- 7th Avenue East	North / West Corner Of 7th Avenue & 14th Street East; (Lot Of East Manatee Health & Wellness Center)
2-227	1312- Manatee Avenue East	South / West Corner Of Manatee Avenue & 14th Street East; (Lot Of East Manatee Health & Wellness Center)
2-228	1210- 6th Avenue East	East / South / East Corner Of 12th Street & 7th Avenue East; South Side Of State Road 64 East; East Of 12th St. E.
2-229	1202- 6th Avenue East	South / East Corner Of 6th Avenue & 12th Street East; Along South Side Of State Road 64 East At 12th Street
2-230	1128- Manatee Avenue East	South / West Corner Of Manatee Avenue & 12th Street East; (Lot Of Same)
2-231	1058- Manatee Avenue East	South Side Of Manatee Avenue East; (Lot Of Bradenton Oaks Assisted Living & Memory Care Facility)
2-232	912- 7th Avenue East	South / West Corner Of 7th Avenue & 10th Street East
2-233	1001- 7th Avenue East	North / East Corner Of 7th Avenue & 10th Street East
2-234	1029- 7th Avenue East	North Side Of 7th Avenue East; (Lot OF Bradenton Oaks)
2-235	702- 12th Street East	South / West Corner Of 12th Street & 7th Avenue East; (Lot Of Same)
2-236	1029- 8th Avenue East	North / West Corner Of 8th Avenue & 11th Street East; (Lot)
2-237	725- 10th Street East	North / East Corner Of 10th Street & 8th Avenue East; (Lot Of 1001- 8th Avenue East))
2-238	813- 10th Street East	East Side Of 10th Street East; (Lot Of Apartment Complex)

2-239	903- 9th Avenue East	North / East Corner Of 9th Avenue & 9th Street East; (Lot Of Retention Pond)
2-240	801- 9th Street East	South / East Corner Of 9th Street & 8th Avenue East; (Lot Of Retention Pond)
2-242	709- 6th Avenue East	East / North / East Corner Of 6th Avenue & 7th Street East
2-243	805- 9th Avenue East	North / East Corner Of 9th Avenue 8th Street East
2-244	635- 9th Avenue East	North / West Corner Of 9th Avenue & 7th Street East
2-245	815- 6th Street East	East Side Of 6th Street East
2-246	615- 5th Avenue Drive East	North / West Corner Of 5th Avenue Drive & 7th Street East
2-247	516- 6th Avenue East	South / West Corner Of 6th Avenue & 6th Street East
2-248	820- 6th Street East	North / West Corner Of 6th Street & 9th Avenue East; (Lot of Saint Paul Missionary Baptist Church).
2-249	821- 5th Street East	North / East Corner Of 5th Street & 9th Avenue East; (Lot Of 501- 9th Avenue East)
2-250	412- 8th Avenue East	South / West Corner Of 8th Avenue & 5th Street East; (Lot Of Same)
2-251	410- 6th Avenue East	South / West Corner Of 6th Avenue & 5th Street East
2-252	429- 5th Avenue Drive East	North / West Corner Of 5th Avenue Drive & 5th Street East; (Lot Of 518- 5th Street East)
2-253	234- 5th Avenue Drive East	North / West Corner Of 5th Avenue Drive & 3rd Street East
2-254	620- 3rd Street East	West Side Of 3rd Street East; (In Parking Lot Of Manatee County Health Department)
2-255	228- 8th Avenue East	South / West Corner Of 8th Avenue & 3rd Street East; (Lot Of 810- 3rd Street East)
2-256	301- 9th Avenue East	North / East Corner Of 9th Avenue & 3rd Street East
2-267	228- 11th Avenue East	South / West Corner Of 11th Avenue & 3rd Street East; (Corner Lot)
2-271	300- 13th Avenue East	South / West Corner Of 13th Avenue & 3rd Street East; (Lot Of PAL)
2-272	410- 13th Avenue East	South Side Of 13th Avenue East
2-273	301- 13th Avenue East	North / East Corner Of 13th Avenue & 3rd Street East; (Lot Of Empath Health)
2-274	1201- 3rd Street East	South / East Corner Of 3rd Street & 12th Avenue East; (Lot Of
2-275	511- 11th Avenue East	North / West Corner Of 11th Avenue & 6th Street East; (Lot Of 1022- 6th Street East)
2-276	302- 9th Avenue East	South / East Corner Of 9th Avenue & 3rd Street East; (Lot Of
2-277	504- 9th Avenue East	South / West Corner Of 9th Avenue & 5th Street East; (Lot Of Same)
2-278	612- 9th Avenue East	West / South / West Corner Of 9th Avenue & 6th Street Court East; South Side Of 9th Avenue East
2-279	419- 10th Avenue East	North Side Of 10th Avenue East; (Lot Of 502- 10th Avenue East
2-280	1001- 6th Street East	South / East Corner Of 6th Street & 10th Avenue East; (Lot Of 602- 10th Avenue East)
2-281	629- 10th Avenue East	North / West Corner Of 10th Avenue & 6th Street Court East; By Building 922; (Lot Of Lincoln Village)
2-282	1113- 6th Street East	East Side Of 6th Street East; (Lot Of Same)
2-283	1211- 6th Street East	East Side Of 6th Street East; (Lot)
2-284	1222- 7th Street East	North / West Corner Of 7th Street & 13th Street East; (Corner Lot)
2-285	1121- 7th Street East	East Side Of 7th Street East; (Lot)
2-286	1033- 6th Street Court East	North / East Corner Of 6th Street Court & 11th Avenue East
2-287	628- 9th Avenue East	South / West Corner Of 9th Avenue & 7th Street; (Lot Of 912- 7th Street East)
2-288	1002- 7th Street East	South / West Corner Of 7th Street & 10th Avenue East; (Lot Of 636- 10th Avenue East)
2-289	701- 11th Avenue East	North / East Corner Of 11th Avenue & 7th Street East; (Lot Of 721- 11th Avenue East)
2-290	1102- 8th Street East	South / West Corner Of 8th Street & 11th Avenue East; (Corner Lot)
2-291	1226- 8th Street East	North / West Corner Of 8th Street & 13th Avenue East; (Lot Of 729- 13th Avenue East)
2-292	1005- 8th Street East	East Side Of 8th Street East; (Lot Of)
2-293	809- 11th Avenue East	North / West Corner Of 11th Avenue & 9th Street East
2-294	902- 13th Avenue East	South / East Corner Of 13th Avenue & 9th Street East; (Lot Of Tropicana Products)
2-295	1007- 9th Street East	East Side Of 9th Street East; (Lot Of Tropicana Products)
2-296	1030- 9th Avenue East	South / West Corner Of 9th Avenue & 11th Street East; (Lot Of Tropicana Products)
2-297	1202- 9th Avenue East	South / West Corner Of 9th Avenue & 12th Street East (Lot of Tropicana Products)
2-298	1210- 4th Avenue East	The Preserves At Riverwalk; Near South / West Corner Of Parking Lot
2-299	1001- 13th Avenue East	Tropicana Products (Inside); Near South / West Corner Of "Million Gallon Tank Farm"
2-300	1001- 13th Avenue East	Tropicana Products (Inside); Along South Side Of (North) "Ammonia Compressor Building"
2-301	1102- 13th Street East	South / West Corner Of 13th Street & 11th Avenue East
2-302	1222- 9th Avenue East	East / South / East Corner Of 9th Avenue & 12th Street East
2-303	1014- 14th Street East	North / West Corner Of 14th Street & 11th Avenue East; (Lot Of Same)
2-304	1313-13th Avenue East	North / West Corner Of 13th Avenue & 14th Street East
2-305	1421- 14th Street East	East Side Of 14th Street East; (Lot Of Same)
2-306	1622- 14th Street East	South / West Side Of Cul-de-sac; At (Southern) Dead End Of 14th Street East; (Lot Of Same)
2-307	1429- 13th Avenue East	West / North / West Corner Of 13th Avenue & 15th Street East; By Lift Station
2-308	1220- 15th Street East	North / North / West Corner Of 15th Street & 13th Avenue East; Near Lift Station
2-309	1426- 10th Avenue East	South / West Corner Of 10th Avenue & 15th Street East; (Lot Of 1004- 15th Street East)
2-310	1516- 9th Avenue East	South / West Corner Of 9th Avenue & 16th Street East; (Lot Of Hairland)
2-318	1302- 17th Street Court East	South / West Corner Of 17th Street Court & 13th Avenue East; (Corner Lot); Manatee River Homes Subdivision
2-319	1418- 17th Street Circle East	South / West Corner Of 17th Street Circle & 17th Street Court East; (Lot Of Same) Manatee River Homes Subdivision
2-320	1320- 17th Street Court East	South / West Corner Of 17th Street Court & 17th Street Circle East;(Lot Of Same); Manatee River Homes Subdivision
2-321	1420- 17th Street Circle East	South Side Of 17th Street Circle East; (Lot Of Same); Manatee River Homes Subdivision
2-322	1601- 14th Avenue East	North / East Corner Of 14th Avenue & 16th Street East; (Lot Of Same); Kingston Estates Subdivision
2-323	1610- 17th Street East	
2-326	901- 19th Street Court East	South / East Corner Of 19th Street Court & 9th Avenue East; (Lot Of Same)
2-327	1918- 10th Avenue East	South Side Of 10th Avenue East; (Lot Of Same)
2-328	1925- 10th Avenue Drive East	North / West Corner Of 10th Avenue Drive & 20th Street East
2-329	1016- 20th Street East	North / West Corner Of 20th Street & 11th Street East; (Lot Of Same)
2-330	1101- 19th Street Court East	South / East Corner Of 19th Street Court & 11th Avenue East; (Lot Of Same)
2-331	1214- 20th Street East	North / North / West Corner Of 20th Street & 13th Avenue East; (Lot Of Same)
2-332	1219- 19th Street Court East	North / East Corner Of 19th Street Court & 13th Avenue East; (Corner Lot)
2-333	1504- 18th Street East	North / West Corner Of 18th Street & 19th Street Court East; (Lot Of 1504- 18th Street East); Citrus Meadows Subdivision
2-334	1535- 18th Street East	East Side Of 18th Street East; Near Cul-de-sac; (Lot Of Same); Citrus Meadows Subdivision

2-335	1909- 16th Avenue East	West Side Of 16th Avenue East; Near Cul-de-sac; (Lot Of Same); Citrus Meadows Subdivision
2-336	1829- 16th Avenue East	South / West Corner Of 16th Avenue & 19th Street Court East ; (Lot Of Same); Citrus Meadows Subdivision
2-337	1818- 16th Avenue East	North Side Of 16th Avenue East; Near Cul-de-sac; (Lot Of Same); Citrus Meadows Subdivision
2-342	1502- 21st Street East	South / West Corner Of 21st Street & 15th Avenue East
2-343	1402- 23rd Street East	South / West Corner Of 23rd Street & 14th Avenue East
2-344	2101- 13th Avenue East	North / East Corner Of 13th Avenue & 21st Street East; (Lot Of National Guard Armory)
2-345	1011- 21st Street East	North / East Corner Of 21st Street & 11th Avenue East; (Lot Of Manatee County Girls Club)
2-346	901- 21st Street East	South / East Corner Of 21st Street & 9th Avenue East; (Lot Of 2102- 9th Avenue East)
2-347	932- 22nd Street East	South / West Side Of Cul-de-sac; South End Of 22nd Street East; (Lot Of Same)
2-348	1024- 24th Street East	South Side Of Cul-de-sac; South End Of 24th Street East; (Lot Of 24th Street Park)
2-349	901- 24th Street East	South / East Corner Of 24th Street & 9th Avenue East; (Lot Of 2402- 9th Avenue East)
2-350	1007- 25th Street East	South / East Corner Of 25th Street & 10th Avenue Drive East; (Lot Of Same)
2-351	1006- 25th Street Court East	North / West Corner Of 25th Street Court & 10th Avenue Drive East; (Lot Of Same)
2-352	2540- 10th Avenue East	South / West Side Of Cul-de-sac
2-354	1101- 25th Street East	South / East Corner Of 25th Street & 11th Avenue East; (Lot Of Same)
2-355	1207- 25th Street East	East Side Of 25th Street East; (Lot Of 1209- 25th Street East)
2-356	2427- 13th Avenue East	North / West Corner Of 13th Avenue & 25th Street East; (Lot Of 24th Street Park)
2-357	1102- 26th Street East	West Side Of 26th Street East; (Lot Of Same)
2-358	1214- 27th Street East	North / West Corner Of 27th Street & 13th Avenue East; (Lot Of Same)
2-360	1801- 27th Street East	Near Southeast Corner Of Parking Lot; (Lot Of River Run Golf)
2-361	1801- 27th Street East	Northeast Corner Of Ball Field; By Facilities Maintenance Equipment Storage Buildings; (Lot Of River Run Golf)
2-362	1701- 27th Street East	By Southeast Corner Of Building Complex; By Ball Field; (Lot Of Pittsburgh Pirates Training Facility)
2-363	1701- 27th Street East	South Side Of Main Entrance Off 27th Street East; (Lot Of Pittsburgh Pirates Training Facility)
2-364	1701- 27th Street East	Near Northeast Corner Of Building; By Mechanical Room & Parking Area; (Lot Of Pittsburgh Pirates Training Facility)
2-365	1701- 27th Street East	North Side Of (Gated) Exit Onto 27th Street East; (Lot Of Pittsburgh Pirates Training Facility)
2-366	1009- 27th Street East	North / East Corner Of 27th Street & 11th Avenue East; (Lot Of Same)
2-367	913- 27th Street East	East Side Of 27th Street East; (Lot Of Same)
2-368	2711- 11th Avenue East	North / East Corner Of 11th Avenue & 27th Street Court East; (Lot Of 1015- 27th Street Court East)
2-369	913- 27th Street Court East	East Side Of 27th Street Court East; (Lot Of Same)
2-370	1003- 28th Street East	East Side Of 28th Street East; (Lot Of Same)
2-371	2801- 11th Avenue East	North / East Corner Of 11th Avenue & 28th Street East; (Lot Of 1015- 28th Street East)
2-372	1118- 30th Street Court East	North / West Corner Of 30th Street Court & 12th Avenue East; (Lot Of Same)
2-373	225- 7th Street East	Near Boat Launch; (Lot Of Manatee Landings At 215- 8th Street East)
2-374	701- 3rd Avenue East	North / East Corner Of 3rd Avenue & 7th Street East; (Lot Of Manatee Landings At 215- 8th Street East)
2-375	709- 3rd Avenue East	North / West Corner Of 3rd Avenue & 8th Street East; (Lot Of Manatee Landings At 215- 8th Street East)
2-376	823- 29th Street Court East	North / East Corner Of 29th Street Court & 9th Avenue East; (Lot Of 3005- 9th Avenue East)
2-377	710- 29th Street Court East	West Side Of Cul-de-sac; (Lot Of Same)
2-378	514- 26th Street East	West Side Of 26th Street East; North / West Corner Of Entrance / Exit Of Seacoast Supply At 2510- 5th Ave. E.
2-379	1011- 21st Street East	East Side Of 21st Street East; In Front Of Manatee County Girls Club; By Backflow Device; (Lot Of Same)
2-380	526- 17th Street East	North / West Corner Of 17th Street & 6th Avenue East; (Lot Of Manatee Elementary School)
2-381	617- 9th Street East	East Side Of 9th Street East; (Lot Of Manatee Central At 509-515- 9th Street East)
2-382	511- 9th Street East	East Side Of 9th Street East; (Lot Of Manatee Central At 509-515- 9th Street East)
2-383	902- 17th Street Court East	West Side Of Entrance / Exit Of Treesdale Apartments Off 9th Avenue East
2-384	929- 21st Street Court East	South End Of 21st Street Court East; South Side Of Cul-de-sac; (Lot)
2-389	2830- Manatee Avenue East	West Side Of Access Road; Inside Gate & In Between Buildings; (Lot Of StorQuest Storage Facility)
2-390	2830- Manatee Avenue East	East Side Of Office; (Lot Of StorQuest Storage Facility)
2-391	1112- Manatee Avenue East	West Side Of Entrance / Exit Of CareerSource Suncoast; (Lot Of Same)
2-392	413- 7th Street East	East Side Of 7th Street East; Deliverance Center; (Lot Of Same)
2-393	619- 10th Avenue East	North Side Of 10th Avenue East; West Side Of Entrance / Exit Of Lincoln Village
2-394	3015- Pine Street East	North Side Of Pine Street; (Lot Of Same); Hidden Lagoon Subdivision
2-395	3109- Pine Street East	North / East Corner Of Pine Street & Oak Street East; (Lot Of Same); Hidden Lagoon Subdivision
2-396	800- Oak Street East	East Side Of Oak Street East; Hidden Lagoon Subdivision
2-399	2632- River Preserve Court East	South / West Corner Of River Preserve Court & 27th Street East; By Backflow; (Lot Of River Preserve Court)
2-405	1006- 24th Street East	West Side Of 24th Street East; South Of 9th Avenue East; (Lot Of "13th Avenue Dream Center")
2-411	702- 2nd Street East	West Side Of 2nd Street East; By Rear Entrance / Exit Of Wawa's; (Lot Of Wawa's)
2-412	615- 2nd Street East	East Side Of 2nd Street East; Lot Of Manatee County Health Department
2-413	216- 6th Avenue East	South / West Corner Of 6th Avenue & 3rd Street East; (Lot Of Manatee County Health Department)
2-418	720- 9th Street East	North / West Corner Of 9th Street & 8th Avenue East; (Lot Of Same)
2-424	2109- Tally Breeze Way East	North / West Corner Of San Gables Trail & 27th Street East; Entry Behind Gate; Villages Of Glen Creek
2-425	2525- San Gables Trail East	East / North / East Corner Of San Gables Trail & Tally Breeze Way East; North Side Of Road; Villages Of Glen Creek
2-426	2417- San Gables Trail East	East Side Of San Gables Trail East; (Lot Of Same); Villages Of Glen Creek
2-427	2309- Mizer Bay Avenue East	North Side Of Mizner Bay Avenue East; (Lot Of Same); Villages Of Glen Creek
2-428	2420- Orchid Glades Lane East	South Side Of Orchid Glades Lane East; South / East Of Bridge; By Retention Pond; Villages Of Glen Creek
2-429	2929- River Run Way East	North West Corner Of River Run Way & 30th Street Court East
2-430	2859- River Run Way East	River Run Estates; North East Side Of Cul-de-sac
2-431	1020- Riverfront Drive East	South West Corner Of Riverfront Drive & 11th Street East
2-438	2115- Tally Breeze Way East	East Side Of Tally Breeze Way East; (Lot Of Same); Villages Of Glen Creek
2-439	2415- Mizner Bay Avenue East	North Side Of Mizner Bay Avenue East; (Lot Of Same); Villages Of Glen Creek
2-440	2205- Mizner Bay Avenue East	North Side Of Mizner Bay Avenue East; (Lot Of Same); Villages Of Glen Creek
2-441	2204- Citrus Breeze Drive East	South / West Corner Of Citrus Breeze Drive & Grand Flora Trail East; (Lot Of Same); Villages Of Glen Creek
2-442	2228- Citrus Breeze Drive East	South Side Of Citrus Breeze Drive East; (Lot Of Same); Villages Of Glen Creek
2-443	2008- Everson Street East	West Side Of Everson Street East; (Lot Of Same)
2-444	1810- Everson Street East	West Side Of Everson Street East; (Lot Of Same); Villages Of Glen Creek

2-445	2217- Grand Flora Trail East	North Side Of Grand Flora Trail East; (Lot Of Same); Villages Of Glen Creek
4-001	5412 State Road 64 East	South Side Of State Road 64 East; West Side Of Eastern Most Entrance/Exit Of Boaters World; (Lot Of Same)
4-010	955 53rd Street East	West Side Of Entrance / Exit Of Eden Pointe Apartments Off SR 64; South/West Corner Of SR 64 & 53rd St. E.
4-011	5012 SR 64 East	South Side Of SR 64 East; East Side Of Entrance / Exit Of Braden River Animal Hospital
4-012	5004 SR 64 East	South Side Of SR 64 East; West Side Of Entrance / Exit Of Nationwide Insurance Company; (Lot Of Same)
4-013	515 48th Street Court East	
4-014	519 49th Street East	North, Northeast Corner Of 49th Street & 6th Avenue East (Lot Of Same)
4-015	609 49th Street East	East Side Of 49th Street East (Lot Of Same)
4-016	4908 50th Steet East	West Side Of 50th Street East; On Curve (Lot Of Same)
4-017	708 50th Street East	West Side Of Street (Lot Of Same)
4-018	707 49th Street East	East Side Of 49th Street East (Lot Of Same)
4-019	4902 8th Avenue East.	Southwest Corner Of 49th Street & 8th Avenue East (Lot OF same)
4-020	4842 8th Avenue East	Southeast Corner Of 48th Street Court & 8th Avenue East (Lot Of Same)
4-021	4830 9th Avenue East	Southeast Corner Of 9th Avenue & 48th Street Court East (Lot Of Same)
4-022	4902 9th Avenue East	Southeast Corner Of 48th Street Drive & 9th Avenue East (Lot Of Same)
4-023	907 50th Street East	East, Northeast Side Of 50th Street East
4-024	1109 50th Street East.	East Side Of 50th Street East (Lot Of Same)
4-025	1225 50th Street East	East Side Of 50th Street East; Just South Of 50th Street Court East (Lot Of Same)
4-026	4848 14th Avenue East	South Side Of 14th Avenue East (Lot Of Same)
4-027	4828 14th Avenue East	South Side Of 14th Avenue East (Lot Of Same)
4-028	4820 14th Avenue East	South Side Of 14th Avenue East; By Tennis Court (Lot Of Recreation Center)
4-029	4802 11th Avenue Circle East	Southwest Corner Of 11th Avenue Circle East By Entrance/Exit (Lot Of Same)
4-030	4818 11th Avenue Circle East	Near Southeast Corner Of 11th Avenue Circle East (Lot Of Same)
4-031	4838 11th Avenue Circle East	Near Northeast Corner Of 11th Avenue Circle East (Lot Of Same)
4-032	4856 11th Avenue Circle East	Near Northwest Corner Of 11th Avenue Circle East (Lot Of Same)
4-033	1320 48th Steet Court East	Northwest Corner Of 48th Street Court & 14th Avenue East
4-034	4417 14th Avenue East	Northwest Corner Of 14th Avenue & 48th Street Court East (Lot Of Same)
4-035	4405 14th Avenue East	North Side Of 14th Avenue East (Lot Of Same)
4-036	4207 14th Avenue East	North Side Of !4th Avenue East; By Retention Pond
4-037	4101 11th Avenue East	Northwest Corner Of 14th Avenue & 11th Avenue East (Lot Of Same)
4-038	4210 11th Avenue East	South Side Of 11th Avenue East By Retention Pond
4-039	1004 44th St. E.	
4-040	901 45th St. E.	
4-041	810 48th St. Ct. E.	
4-042	710 48th St. Ct. E.	
4-043	602 48th St. Ct. E.	
4-044	706 47th St. E.	
4-045	4601 8th Ave. E.	
4-046	706 45th St. E.	
4-047	602 45th St. E.	
4-048	505 44th St. Ct. E.	
4-049	605 46th St. E.	
4-050	4705 6th Ave. E.	
4-051	548 48th St. Ct. E.	
4-052	502 48th St. Ct. E.	
4-053	4720 SR 64 E	
4-054	4660 SR 64 East	Right Of Eastern Most Entrance / Exit Of Braden River Plaza; Backs Up To Applebee's East Side Parking Lot
4-055	4618 SR 64 E.	
4-056	4422 SR 64 E.	
4-057	4422 SR 64 E.	
4-058	4420 SR 64 E.	
4-059	4310 SR 64 E.	
4-060	4302 SR 64 E.	
4-061	809 Oakleaf Boulevard East	East Side Of Oakleaf Boulevard East; Between Lemonwood Circle East & Teakwood Circle East
4-062	1002 Spicewood Dr.	
4-063	1210 Spicewood Dr.	
4-064	4526 Fern Dr.	
4-065	4500 Fern Dr.	
4-066	4510 Lakewood Ave.	
4-067	1319 Bottlebrush Dr.	
4-068	1514 Oakleaf Blvd.	
4-069	1302 Oakleaf Blvd.	
4-070	1102 Oakleaf Blvd.	
4-071	4209- Oak Lane East	North Side Of Oak Lane East; (Lot Of Same)
4-072	4105 Lakewood Ave.	North Side Of Lakewood Avenue East; (Lot Of Same)
4-073	4003- Lakewood Avenue East	North/ West Corner Of Lakewood Avenue & Riverwalk Court East
4-074	3995 Lakewood Ave.	
4-075	3908 Riverwalk Ct.	
4-076	1009 Baytree Rd.	
4-077	804 Buttonwood Dr.	
4-078	3901 Chinaberry Rd.	
4-079	4101 Chinaberry Rd.	

4-080	4210 SR 64 E.	
4-081	4012 SR 64 E	
4-082	4010 SR 64 E	
4-083	3902 SR 64 E	
4-084	3710 SR 64 E.	
4-085	3500 SR 64 E.	
4-087	3200 SR 64 E	
4-088	3100 SR 64 E.	
4-089	3101 SR 64 E.	
4-090	3401 SR 64 E	
4-091	3501 SR 64 E.	
4-092	3601 SR 64 E.	
4-093	3801- SR 64 East	North / East Corner Of SR 64 East & Carlton Arms Entrance / Exit; Faces West; (Lot Of View Carlton Arms)
4-119	419- 39th Street East	North / East Corner Of 39th Street & State Road 64 East (SR 64 E)
4-120	4701 Mainsail Dr.	
4-121	4725 Mainsail Dr.	
4-122	4749- Mainsail Drive East	North Side Of Mainsail Drive East; (Lot Of Same)
4-123	4775- Mainsail Drive East	North Side Of Mainsail Drive East; West Of Entry Gate
4-124	4784 Mainsail Dr.	
4-125	230 48th St. Ct. E.	
4-126	120 48th St. Ct. E.	
4-127	102 48th St. Ct. E.	
4-128	208 48th St. Ct. E.	
4-129	240 48th St. Ct. E.	
4-130	310 48th St. Ct. E.	
4-131	408 48th St. Ct. E.	
4-132	430 48th St. Ct. E.	
4-133	435 48th St. Ct. E.	
4-134	5001 SR 64 East	
4-135	5001 SR 64 E.	
4-136	5009 SR 64 E.	
4-137	5101 SR 64 E.	
4-138	5213 4th Ave. Cir. E.	
4-139	5315 4th Ave. Cir. E.	
4-140	5325 SR 64 E.	
4-141	5413 SR 64 E.	
4-142	5413 SR 64 E.	
4-153	4714- State Road 64 East	Left Of (East Most) Access Road To Braden River Plaza; Right Of Entrance To Culver's; (Faces East)
4-154	4638 SR 64 E	
4-155	4404 SR 64 E.	
4-157	5101 4th Ave. Cir. E.	
4-158	5115 4th Ave. Cir. E.	
4-159	5305 SR64 E	
4-160	5214 SR 64 E.	
4-161	4510 SR 64 E	
4-162	549 Fore Dr.	
4-163	557 Fore Dr.	
4-164	559 Fore Dr.	
4-165	590 Regatta Way	
4-166	571 Regatta Way	
4-167	519 Regatta Way	
4-168	541 Regatta Way	
4-169	561 Regatta Way	
4-170	501 Mast Dr.	
4-171	513 Mast Dr.	
4-172	541 Mast Dr.	
4-173	565- Mast Drive East	East Side Of Mast Drive East
4-174	4700 48th St. Ct. NE.	
4-176	4750 Tidewater Preserve Blvd.	
4-177	4800 Tidewater Preserve Blvd.	
4-178	5000 Tidewater Preserve Blvd.	
4-179	1112 Riverscape St.	
4-180	5000- Lake Overlook Avenue East	South / East Corner Of Lake Overlook Avenue & Riverscape Street East
4-181	928 Riverscape St.	
4-182	902 Riverscape St.	
4-183	900 Preservation St.	
4-184	929 Preservation St.	
4-185	4119 Lake Overlook Ave.	
4-186	1027 Kestrel Ct.	
4-187	5049 Lake Overlook Ave	
4-188	5051 Tidewater Preserve Blvd.	
4-189	5060 Tidewater Preserve Blvd.	
4-190	5070 Tidewater Preserve Blvd.	

4-191	5116 Tidewater Preserve Blvd.	
4-193	3540 SR 64 E.	
4-201	430 48th St. Ct. E.	
4-204	5520 SR 64 E	
4-205	5520 ST 64 E.	
4-206	5520 SR 64 E.	
4-207	5520 SR 64 E.	
4-208	4219- 5th Avenue Northeast	Bella Sole'; North Side Of 5th Avenue Northeast; On Cul-de-sac
4-209	4009- 5th Avenue Northeast	Bella Sole'; North Side Of 5th Avenue Northeast; Middle Hydrant; (Lot Of Same)
4-210	3919- 5th Avenue Northeast	Bella Sole'; North Side Of 5th Avenue Northeast; Near Guard Shack; (Lot Of Same)
4-211	612 Regatta Way	
4-212	653 Regatta Way	
4-213	689 Regatta Way	
4-214	430 San Casciano Ln. NE.	
4-215	314 San Casciano Ln. NE.	
4-216	202 San Casciano Ln. NE.	
4-217	405 San Lorenzo Ct. NE.	
4-218	1250 Tidewater Ct.	
4-219	1242 Tidewater Ct.	
4-220	5200 Tidewater Preserve Blvd.	
4-221	5222 Tidewater Preserve Blvd.	
4-222	5310 Swift River Ct.	
4-223	1259 Swift River Ct.	
4-224	1251 Tyne Ln.	
4-225	1106 Bearing Ct.	
4-226	5514 Tidewater Preserve Blvd.	
4-227	5814 Tidewater Preserve Blvd.	
4-228	5221 Lake Overlook Ave	
4-229	1009 Lanyard Ct.	
4-230	1026 Overlook Ct.	
4-231	1242 Riverscape St.	
4-232	5040 Tidewater Preserve Blvd.	
4-243	5321 San Lorenzo Ct. E.	
4-244	5223 San Lorenzo Ct. NE.	
4-245	5131 San Lorenzo Ct. NE	
4-246	119 San Carrara Ct.	
4-247	4926 San Lorenzo Ct. NE	
4-248	116 San Avellino Ct.	
4-249	4822 San Lorenzo Ct. NE.	
4-256	5754 Amberly Dr.	
4-257	5944 Amberly Dr.	
4-258	1100 Albero Way	
4-259	6000 Amberly Dr.	
4-260	811 Tidewater Shores Loop	North Side Of Tidewater Shores Loop; West Of Guard Shack
4-261	300 Tidewater Shores Loop	North Side Of Tidewater Shores Loop
4-262	901 Tidewater Shores Loop	
4-263	921 Tidewater Shores Loop	
4-264	941 Tidewater Shores Loop	
4-265	901 Tidewater Shores Loop	
4-266	1030 Tidewater Shores Loop	
4-267	920 Tidewater Shores Loop	
4-268	850 Tidewater Shores Loop	
4-269	240 Sun Isle Cir.	
4-270	250 Sun Isle Cir.	
4-271	260 Sun Isle Cir.	
4-278	6100 Amberly Dr.	
4-279	5910 Fiore Dr.	
4-281	603- Cantabria Trail	Southwest Corner Of Cantabria Trail & San Ortebello Drive East
4-282	606- Cantabria Trail	West Side Of Cantabria Trail
4-283	473- Cantabria Trail	East Side Of Cantabria Trail
4-284	422- Cantabria Trail	Northwest Corner Of Cantabria Trail & San Casciano Lane
4-285	352- Cantabria Trail	South Side Of Cantabria Trail
4-286	280- Cantabria Trail	Northeast Corner Of Cantabria Trail & Cabo Court
4-287	221- Cantabria Trail	West Side Of Cantabria Trail
4-288	5025- Sardinero Trail	North Side Of Sardinero Trail At Cantabria Trail Intersection
4-289	5104- Sardinero Trail	Southwest Corner of Turn Of Sardinero Trail
4-290	5180- Sardinero Trail	Northwest Corner Of Sardinero Trail & Cabo Court
4-291	5154- Cabo Court	South Side Of Cabo Court
4-292	1016- 64th Street Court East	Out From Southwest Corner Of Building; North Side Of Amberly Drive

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Force Main Lining on Lift Station 23 at 59th Street West between 17th Avenue West and 21st Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Several breaks in the last five years on this force main have warranted a structural lining repair. This lining is an extension of the lining completed in FY 2024-25 on the LS23 force main across the street from Blake Hospital. Work is authorized under contract PB-25-035EJ that is set to expire on July 28, 2027.

FINANCIAL IMPACT:
The funds were approved for FY 2025-26 in GL number 40859000-563000-26503.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Murphy Pipelines Contractors to provide force main lining services on Lift Station 23.

ATTACHMENTS:
Work Assignment
Proposal from Murphy Pipelines Contractors

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (Force Main Lining 59th St W. between 17th Ave W. & 21 Ave W. Second pull)

Pursuant to the City of Bradenton, Agreement for Force Main pipe lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Murphy Pipelines Contractors., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $263,720.76. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 350 linear feet of sanitary Force Main.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. for pipelining Services and this Work Assignment dated October/01/2025. _____.

Contractor

BY: Thomas Gottsegen Digitally signed by Thomas Gottsegen Date: 2025.10.20 14:54:59 -04'00'

Printed Name: Thomas Gottsegen

Title: CLO/Asst. Secretary

Date: 10/20/2025

CITY OF BRADENTON

BY: _____

Date: _____

Murphy Piplines Contractors
Corporate Headquarters
12235 New Berlin Road, Jacksonville FL 32226

October 1, 2025

Kim Clayback, PE
Engineering Manager
City of Bradenton Public Works and Utilities Department
888 13th Ave E
Bradenton, FL 34208

RE: City of Bradenton LS23 Force Main CompressionFit Proposal

Mrs. Clayback,

Murphy Pipeline Contractors (MPC) is pleased to submit our unit price proposal under the City of Bradenton's (City) Contract Agreement No. PB-25-035EJ ("Agreement") for review in support of the City's emergency force main CompressionFit lining needs.

As one of the nation's most experienced trenchless contractors in the U.S., MPC brings a combination of national and local expertise to this project. Our extensive experience provides a solid foundation for our team to consistently deliver exceptional results and allows us to stand out as a premier contractor in the industry. We are confident that our Team will not only meet, but surpass, expectations for this CompressionFit lining project.

SCOPE UNDERSTANDING

This proposal includes CompressionFit lining of the existing force main on 59th Street W north of 21st Ave W, totaling approximately **350 linear feet** of force main lining, as depicted in Exhibit A included herein. The City has requested the existing 20" DIP force main be lined with **20" HDPE 4710 DR 26 (IPS)**. We appreciate the opportunity to support the City in this effort and have prepared the requested estimate in accordance with the Agreement.

MPC Assumptions:

- The City (or City's design consultant) will provide design permits from the authorities having jurisdiction (AHJ), as needed.
- MPC will provide all labor, equipment, and tools required to complete the CompressionFit operation in accordance with accepted industry standards.
- Site restoration will be limited to areas directly impacted by the CompressionFit installation.
- The estimate includes an **18" HDPE 4710 DR 17** bypass system.

- MPC assumes there are two tie-in connections along the segment to be lined, in addition to the beginning and end connections. It is further assumed that these tie-ins can be temporarily shut down to complete the tie-in to the bypass and the new force main. MPC and the City will coordinate these shutdowns with the respective property owners.
- Payment and Performance bond has been excluded. If required, the bond rate will be 2.0% of the contract price.

SCHEDULE AND FEES

MPC is prepared to begin work upon receipt of a purchase order, with project execution contingent on material availability. Conservatively, MPC estimates **one (1) month** to complete the bypass and CompressionFit installation, **plus an additional week** for site restoration. Upon mutual agreement on the Notice to Proceed, MPC will provide project submittals and a detailed project schedule.

Under the Agreement, the **total estimated unit price contract amount for this project is $263,720.76**. A detailed fee estimate has been attached for the City's review and evaluation. As this is a unit price contract, MPC made certain assumptions regarding the quantities and materials needed to complete the project for estimating purposes. However, the City will only be billed and invoiced based on the actual quantities of materials and work utilized and completed in the field. Final invoicing will reflect only what is installed and necessary for the successful completion of the project.

CONCLUSION

We look forward to the opportunity to partner with the City of Bradenton on this critical infrastructure improvement and to negotiating any additional items not specifically mentioned that could enhance the project and exceed your expectations.

Should you have any questions, please do not hesitate to contact me at (315) 794-1929 or marissa.maring@murphypipelines.com.

Respectfully submitted,



Marissa Maring
Murphy Pipeline Contractors
Director of Technical Sales

RFP E-15-22						
Trenchless Technology Rehabilitation and Pipe-Bursting Technology						
Vendor:						
	City of Bradenton LS23 Force Main CompressionFit	**QTY**	**Unit**	**2022 Unit Price**	**QTY**	**Total Price**
The following items apply as applicable to sections B thru O and as needed in section A items 1-7:						
1	Mobilization	1	Day	$216.20	30	$6486.00
	Pre-Construction Video	1	LF	$4.32	350	$1513.40
	a) Survey/As-builts	1	LF	$1.78		$0.00
2	Erosion Control	1	LF	$5.41		$0.00
3	MOT					$0.00
	a) Signage	1	Day	$270.25	20	$5405.00
	b) Flagmen	2	HR	$48.65	40	$3891.60
4	Excavation/Backfill					$0.00
	a) 0-4 feet deep	1	Cuft	$2.16		$0.00
	b) 4-6 feet deep	1	Cuft	$3.24		$0.00
	c) 6-10 feet deep	1	Cuft	$4.32	2000	$8648.00
	d) Dewatering to include wellpoint system or drawdown pump per pit	1	Day	$167.56		$0.00
5	Trench Shoring					$0.00
	a) 4-6 feet deep	1	LF Trench	$27.03		$0.00
	b) 6-10 feet deep	1	LF Trench	$37.84		$0.00
6	Surface Restoration					$0.00
	a) Sod	1	SF	$2.16		$0.00
	b) 4-inch concrete	1	SF	$9.19		$0.00
	c) 6-inch concrete	1	SF	$11.35		$0.00
	d) 2-inch asphalt	1	SF	$5.41		$0.00
	e) 3-inch asphalt	1	SF	$7.57		$0.00
	f) Curb	1	LF	$37.84		$0.00
7	Material extras					$0.00
	a) Lime Rock	1	SY	$54.05		$0.00
	b) 57/Washed Stone	1	SY	$54.05		$0.00
	c) Imported Sand	1	SY	$43.24		$0.00
	d) Gravel	1	SY	$48.65		$0.00
	e) Geo Grid	1	SY	$8.38		$0.00
						$0.00
B) Pipe Bursting with HDPE for Gravity Sewer Lines						$0.00
	HDPE DR 17					$0.00
8	6-inch diameter	1	LF	$37.84		$0.00
9	8-inch diameter	1	LF	$43.24		$0.00
10	10-inch diameter	1	LF	$48.65		$0.00
11	12-inch diameter	1	LF	$54.05		$0.00
12	14-inch diameter	1	LF	$77.83		$0.00
13	16-inch diameter	1	LF	$99.45		$0.00
14	18-inch diameter	1	LF	$123.23		$0.00
15	20-inch diameter	1	LF	$148.10		$0.00
						$0.00
	Manhole Connections					$0.00
16	6-inch	1	EA	$162.15		$0.00
		QTY	**Unit**	**2022 Unit Price**	**QTY**	
17	8-inch	1	EA	$216.20		$0.00
18	10-inch	1	EA	$270.25		$0.00
19	12-inch	1	EA	$324.30		$0.00
20	14-inch	1	EA	$378.35		$0.00
21	16-inch	1	EA	$432.40		$0.00
22	18-inch	1	EA	$486.45		$0.00
23	20-inch	1	EA	$540.50		$0.00
						$0.00
	Sewer Later Connections					$0.00
24	4-inch connection					$0.00
	a) 0-4 feet deep	1	EA	$1026.95		$0.00
	b) 4-6 feet deep	1	EA	$1,621.50		$0.00
	c) 6-10 feet deep	1	EA	$2,702.50		$0.00
25	6-inch connection					$0.00
	a) 0-4 feet deep	1	EA	$1,297.20		$0.00
	b) 4-6 feet deep	1	EA	$2,053.90		$0.00
	c) 6-10 feet deep	1	EA	$3,134.90		$0.00
						$0.00
	Clean-out Installation					$0.00
26	4-inch	1	EA	$405.38		$0.00
27	6-inch	1	EA	$513.48		$0.00
						$0.00
	Sewer Lateral Pipe Bursting					$0.00

28	4-inch	1	LF	$33.51		$0.00
29	6-inch	1	LF	$37.84		$0.00
						$0.00
C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure						$0.00
	HDPE DR 11					$0.00
30	3-inch diameter	1	LF	$29.19		$0.00
31	4-inch diameter	1	LF	$33.51		$0.00
32	6-inch diameter	1	LF	$43.24		$0.00
33	8-inch diameter	1	LF	$48.65		$0.00
34	10-inch diameter	1	LF	$54.05		$0.00
35	12-inch diameter	1	LF	$59.46		$0.00
36	14-inch diameter	1	LF	$101.61		$0.00
37	16-inch diameter	1	LF	$129.72		$0.00
38	18-inch diameter	1	LF	$145.94		$0.00
39	20-inch diameter	1	LF	$183.77		$0.00
40	24-inch diameter	1	LF	$237.82		$0.00
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price					$0.00
	Fittings					$0.00
	a) Bends and sleeves, DI					$0.00
41	6-inch	1	EA	$405.38		$0.00
42	8-inch	1	EA	$459.43		$0.00
43	10-inch	1	EA	$540.50		$0.00
44	12-inch	1	EA	$864.80		$0.00
45	14-inch	1	EA	$1,297.20		$0.00
46	16-inch	1	EA	$1,594.48		$0.00
47	18-inch	1	EA	$1,891.75		$0.00
48	20-inch	1	EA	$247.25		$0.00
49	24-inch	1	EA	$3,243.00		$0.00
						$0.00
	b) Tees, DI					$0.00
50	6x6x4	1	EA	$459.43		$0.00
51	6x6x6	1	EA	$513.48		$0.00
52	8x8x4	1	EA	$621.58		$0.00
53	8x8x6	1	EA	$648.60		$0.00
54	8x8x8	1	EA	$756.70		$0.00
55	10x10x4	1	EA	$675.63		$0.00
56	10x10x6	1	EA	$810.75		$0.00
57	10x10x8	1	EA	$891.83		$0.00
58	10x10x10	1	EA	$972.90		$0.00
59	12x12x6	1	EA	$1,189.10		$0.00
60	12x12x8	1	EA	$1,243.15		$0.00
61	12x12x10	1	EA	$1,297.20		$0.00
66	12x12x12	1	EA	$1,378.28		$0.00
67	14x14x14	1	EA	$1,729.60		$0.00
68	16x4 tee	1	EA	$2,972.75		$0.00
69	16x6x6cross	1	EA	$4,053.75		$0.00
70	16x6 tee	1	EA	$3,188.95		$0.00
71	16x6 tee blowoff	1	EA	$3,783.50		$0.00
72	16x8x8 cross	1	EA	$4,269.95		$0.00
73	16x20 reducer	1	EA	$1,351.25		$0.00
74	18x18x18	1	EA	$2,378.20		$0.00
75	20 tee	1	EA	$4,594.25		$0.00
76	20 cross	1	EA	$5,405.00		$0.00
77	24 tee	1	EA	$5,675.25		$0.00
78	24 cross	1	EA	$6,486.00		$0.00
	a) Fittings available per Pound	1	LB	$5.03		$0.00
						$0.00
	Gate Valves					$0.00
79	4-inch	1	EA	$748.00		$0.00
80	6-inch	1	EA	$1490.00		$0.00
81	8-inch	1	EA	$2,100.00		$0.00
		QTY	**Unit**	**2022 Unit Price**	**QTY**	
82	10-inch	1	EA	$2,450.00		$0.00
83	12-inch	1	EA	$3,175.00		$0.00
84	14-inch	1	EA	$5,945.50		$0.00
85	16-inch	1	EA	$7,250.00		$0.00
86	18-inch	1	EA	$11,000.00		$0.00
87	20-inch	1	EA	$15,750.00		$0.00
88	24-inch	1	EA	$22,750.00		$0.00
89	Remove valve only	1	EA	$270.25		$0.00
90	Install new valve vault	1	EA	$6,486.00		$0.00
						$0.00
91	Fire Hydrants	1	EA	$4,750.00		$0.00
						$0.00
	Connection at Services					$0.00

	a) Up to 1" service, short side up to 5-feet					$0.00
92	4-inch main	1	EA	$432.40		$0.00
93	6-inch main	1	EA	$486.45		$0.00
94	8-inch main	1	EA	$513.48		$0.00
95	10-inch main	1	EA	$540.50		$0.00
96	12-inch main	1	EA	$594.55		$0.00
97	16-inch main	1	EA	$756.70		$0.00
98	18-inch main	1	EA	$918.85		$0.00
99	20-inch main	1	EA	$1,189.10		$0.00
100	24-inch main	1	EA	$1,513.40		$0.00
	b) Up to 2" service, short side up to 5-feet					$0.00
101	4-inch main	1	EA	$648.60		$0.00
102	6-inch main	1	EA	$702.65		$0.00
103	8-inch main	1	EA	$729.68		$0.00
104	10-inch main	1	EA	$756.70		$0.00
105	12-inch main	1	EA	$810.75		$0.00
106	16-inch main	1	EA	$972.90		$0.00
107	18-inch main	1	EA	$1,189.10		$0.00
108	20-inch main	1	EA	$1,459.35		$0.00
109	24-inch main	1	EA	$1,675.55		$0.00
	c) Up to 1" service, long side up to 25-feet					$0.00
110	4-inch main	1	EA	$837.78		$0.00
111	6-inch main	1	EA	$918.85		$0.00
112	8-inch main	1	EA	$945.88		$0.00
113	10-inch main	1	EA	$972.90		$0.00
114	12-inch main	1	EA	$1026.95		$0.00
115	16-inch main	1	EA	$1,189.10		$0.00
116	18-inch main	1	EA	$1,351.25		$0.00
117	20-inch main	1	EA	$1,783.65		$0.00
118	24-inch main	1	EA	$1,945.80		$0.00
	d) Up to 2" service, long side up to 25-feet					$0.00
119	4-inch main	1	EA	$1,081.00		$0.00
112	6-inch main	1	EA	$1,135.05		$0.00
113	8-inch main	1	EA	$1,162.08		$0.00
114	10-inch main	1	EA	$1,189.10		$0.00
115	12-inch main	1	EA	$1,243.15		$0.00
116	16-inch main	1	EA	$1,567.45		$0.00
117	18-inch main	1	EA	$1,783.65		$0.00
118	20-inch main	1	EA	$2,107.95		$0.00
119	24-inch main	1	EA	$2,378.20		$0.00
	e) Additional service length					$0.00
120	Over 30-feet x 1"	1	LF	$12.97		$0.00
121	Over 30-feet x 2"	1	LF	$16.22		$0.00
	Note: Service pipe HDPE, Copper available at market price					$0.00
	Line Stops					$0.00
122	4-inch	1	EA	$3,783.50		$0.00
123	6-inch	1	EA	$4,864.50		$0.00
124	8-inch	1	EA	$5,405.00		$0.00
125	10-inch	1	EA	$5,405.00		$0.00
126	12-inch	1	EA	$7,567.00		$0.00
127	16-inch	1	EA	$16,215.00		$0.00
128	18-inch	1	EA	$19,458.00		$0.00
129	20-inch	1	EA	$20,539.00	2	$41078.00
120	24-inch	1	EA	$22,701.00		$0.00
						$0.00
	Bypass for water main pipe bursting or CIPP lining					$0.00
121	2-inch temporary	1	LF	$24.86		$0.00
122	4-inch temporary	1	LF	$28.11		$0.00
123	6-inch temporary	1	LF	$33.51	370	$12399.07
						$0.00
	Temporary service connections for water main bypass					$0.00
124	2-inch short side	1	EA	$297.28		$0.00
125	2-inch long side	1	EA	$405.38		$0.00
126	4-inch short side	1	EA	$324.30		$0.00
127	4-inch long side	1	EA	$432.40		$0.00
128	6-inch short side	1	EA	$351.33	2	$702.65
129	6-inch long side	1	EA	$459.43		$0.00
						$0.00
D) Polyethylene (PE) Sewer Pipe Sliplining						$0.00
	PE Pipe DR 22.5					$0.00
130	4-inch	1	LF	$27.03		$0.00
131	6-inch	1	LF	$32.43		$0.00
132	8-inch	1	LF	$37.84		$0.00
133	10-inch	1	LF	$43.24		$0.00
134	12-inch	1	LF	$48.65		$0.00
						$0.00

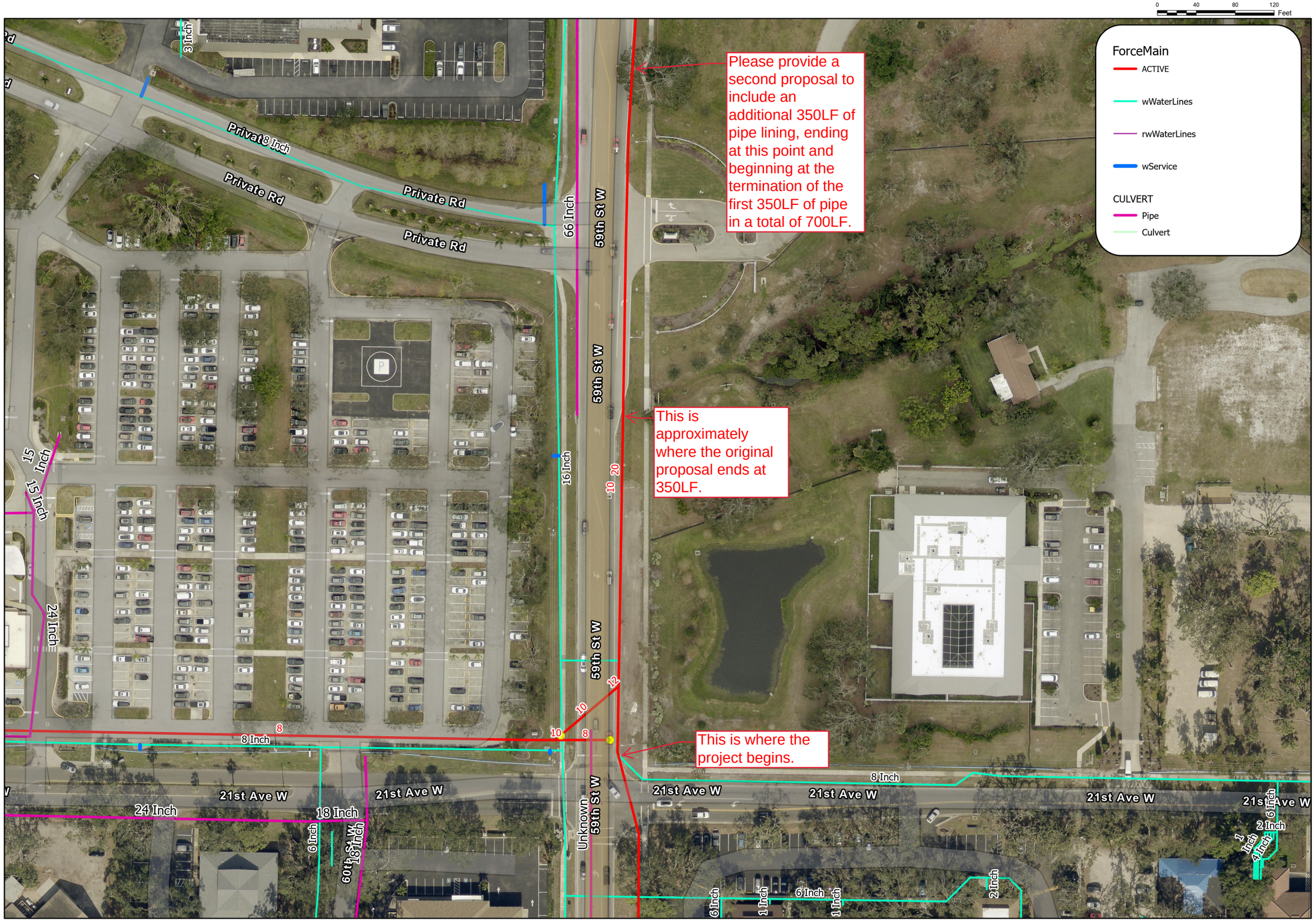
135	Annular Space - Grouting	1	CY	$324.30		$0.00
		QTY	**Unit**	**2022 Unit Price**	**QTY**	
E) Procedures for Rehabilitation of Existing Pipelines						$0.00
	Pipe String Fusion					$0.00
136	4-inch	1	LF	$32.43		$0.00
137	6-inch	1	LF	$37.84		$0.00
138	8-inch	1	LF	$43.24		$0.00
139	10-inch	1	LF	$48.65		$0.00
140	12-inch	1	LF	$54.05		$0.00
						$0.00
	Pressure Testing					$0.00
141	4-12 inch	1	LF	$2.16		$0.00
142	Charge Water	1	K-Gals	$1.08		$0.00
						$0.00
	Chlorination					$0.00
143	4-inch	1	LF	$1.08		$0.00
144	6-inch	1	LF	$1.62		$0.00
145	8-inch	1	LF	$2.16		$0.00
146	10-inch	1	LF	$2.70		$0.00
147	12-inch	1	LF	$3.24		$0.00
148	BT Test	1	EA	$270.25		$0.00
						$0.00
	Flushing					$0.00
149	4-12 inch	1	LF	$0.54		$0.00
150	Charge Water	1	K-Gals	$0.54		$0.00
						$0.00
	Dechlorination					$0.00
151	4-12 inch	1	K-Gals	$1.08		$0.00
						$0.00
		QTY	**Unit**	**2022 Unit Price**	**QTY**	
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits						$0.00
	Compression Fit HDPE Pipe Lining					$0.00
	a) Camera					$0.00
152	0-10 inch	1	LF	$1.08		$0.00
153	10-24 inch	1	LF	$1.62	350	$567.53
154	25-36 inch	1	LF	$2.16		$0.00
155	37-48 inch	1	LF	$2.70		$0.00
156	Over 48 inch	1	LF	$3.24		$0.00
						$0.00
	b) Clean					$0.00
157	0-10 inch	1	LF	$2.70		$0.00
158	10-24 inch	1	LF	$3.24	350	$1135.05
159	25-36 inch	1	LF	$3.78		$0.00
160	37-48 inch	1	LF	$4.32		$0.00
161	Over 48 inch	1	LF	$4.86		$0.00
						$0.00
	c) Pigging	See item **G) Pig Cleaning**				$0.00
						$0.00
	d) Gauging					$0.00
162	0-10 inch	1	LF	$5.41		$0.00
163	10-24 inch	1	LF	$8.65	350	$3026.80
164	25-36 inch	1	LF	$11.89		$0.00
165	37-48 inch	1	LF	$15.13		$0.00
166	Over 48 inch	1	Per-inch	$1.08		$0.00
						$0.00
167	e) Obstruction Removal	1	EA	$648.60		$0.00
						$0.00
	f) Pipe Liner Insertion					$0.00
	1) PE 4710 DR 41					$0.00
168	4-inch	1	LF	$10.81		$0.00
169	6-inch	1	LF	$21.62		$0.00
170	8-inch	1	LF	$27.03		$0.00
171	10-inch	1	LF	$37.84		$0.00
172	12-inch	1	LF	$54.05		$0.00
173	16-inch	1	LF	$81.08		$0.00
174	18-inch	1	LF	$102.70		$0.00
175	20-inch	1	LF	$140.53		$0.00
176	24-inch	1	LF	$194.58		$0.00
177	30-inch	1	LF	$259.44		$0.00
178	36-inch	1	LF	$302.68		$0.00
179	42-inch	1	LF	$367.54		$0.00
180	48-inch	1	LF	$432.40		$0.00
181	54-inch	1	LF	$513.48		$0.00
						$0.00

	2) PE 4710 DR 32.5					$0.00
182	4-inch	1	LF	$21.62		$0.00
183	6-inch	1	LF	$27.03		$0.00
184	8-inch	1	LF	$32.43		$0.00
185	10-inch	1	LF	$43.24		$0.00
186	12-inch	1	LF	$59.46		$0.00
187	16-inch	1	LF	$86.48		$0.00
188	18-inch	1	LF	$113.51		$0.00
189	20-inch	1	LF	$162.15		$0.00
190	24-inch	1	LF	$216.20		$0.00
191	30-inch	1	LF	$281.06		$0.00
192	36-inch	1	LF	$324.30		$0.00
193	42-inch	1	LF	$389.16		$0.00
194	48-inch	1	LF	$454.02		$0.00
195	54-inch	1	LF	$513.48		$0.00
						$0.00
	3) PE 4710 DR 26					$0.00
						$0.00
		QTY	**Unit**	**2022 Unit Price**	**QTY**	
196	4-inch	1	LF	$27.03		$0.00
197	6-inch	1	LF	$32.43		$0.00
198	8-inch	1	LF	$37.84		$0.00
199	10-inch	1	LF	$48.65		$0.00
200	12-inch	1	LF	$64.86		$0.00
201	16-inch	1	LF	$97.29		$0.00
202	18-inch	1	LF	$129.72		$0.00
203	20-inch	1	LF	$189.18	350	$66211.25
204	24-inch	1	LF	$237.82		$0.00
205	30-inch	1	LF	$302.68		$0.00
206	36-inch	1	LF	$324.30		$0.00
207	42-inch	1	LF	$410.78		$0.00
208	48-inch	1	LF	$475.64		$0.00
209	54-inch	1	LF	$545.91		$0.00
						$0.00
	4) PE 4710 DR 21					$0.00
210	4-inch	1	LF	$32.43		$0.00
211	6-inch	1	LF	$37.84		$0.00
212	8-inch	1	LF	$43.24		$0.00
213	10-inch	1	LF	$54.05		$0.00
214	12-inch	1	LF	$70.27		$0.00
215	16-inch	1	LF	$108.10		$0.00
216	18-inch	1	LF	$140.53		$0.00
217	20-inch	1	LF	$205.39		$0.00
218	24-inch	1	LF	$259.44		$0.00
219	30-inch	1	LF	$335.11		$0.00
220	36-inch	1	LF	$356.73		$0.00
221	42-inch	1	LF	$432.40		$0.00
222	48-inch	1	LF	$497.26		$0.00
223	54-inch	1	LF	$578.34		$0.00
						$0.00
	5) PE 4710 DR 17					$0.00
224	4-inch	1	LF	$37.84		$0.00
225	6-inch	1	LF	$43.24		$0.00
226	8-inch	1	LF	$48.65		$0.00
227	10-inch	1	LF	$59.46		$0.00
228	12-inch	1	LF	$75.67		$0.00
229	16-inch	1	LF	$118.91		$0.00
230	18-inch	1	LF	$151.34		$0.00
231	20-inch	1	LF	$221.61		$0.00
232	24-inch	1	LF	$281.06		$0.00
233	30-inch	1	LF	$367.54		$0.00
234	36-inch	1	LF	$389.16		$0.00
235	42-inch	1	LF	$464.83		$0.00
236	48-inch	1	LF	$524.29		$0.00
237	54-inch	1	LF	$599.96		$0.00
						$0.00
G) Pig Cleaning						$0.00
	Foam Pig					$0.00
238	0-12 inch	1	LF	$0.54		$0.00
239	13-24 inch	1	LF	$1.62		$0.00
240	25-36 inch	1	LF	$2.70		$0.00
241	37-48 inch	1	LF	$3.78		$0.00
242	Over 48 inch	1	LF	$5.41		$0.00
						$0.00
	Wire Bullet Pig					$0.00

243	0-12 inch	1	LF	$3.24		$0.00
244	13-24 inch	1	LF	$4.32		$0.00
245	25-36 inch	1	LF	$6.49		$0.00
245	37-48 inch	1	LF	$9.73		$0.00
247	Over 48 inch	1	LF	$12.97		$0.00
						$0.00
	Blade Scraper Pig					$0.00
248	0-12 inch	1	LF	$0.54		$0.00
249	13-24 inch	1	LF	$1.62	350	$567.53
250	25-36 inch	1	LF	$2.70		$0.00
251	37-48 inch	1	LF	$3.78		$0.00
252	Over 48 inch	1	LF	$5.41		$0.00
						$0.00
H) Time and Material Unit Rates for Change Orders						$0.00
						$0.00
	Materials, Subcontractors and Rentals					$0.00
253	Markup = 15%					$0.00
	a) As-Builts	1	LS			$0.00
254	Sales Taxes = Per Jurisdiction					$0.00
						$0.00
	Labor					$0.00
255	Executive Supervisor	1	HR	$91.89	40	$3675.40
	a) Project Management	1	HR	$81.08	160	$12972.00
256	Superintendent	1	HR	$48.65	160	$7783.20
						$0.00
		QTY	**Unit**	**2022 Unit Price**	**QTY**	
257	Administrator	1	HR	$27.03	20	$540.50
258	Crew Chief	1	HR	$43.24	80	$3459.20
259	Equipment Operator	2	HR	$37.84	80	$6053.60
260	Pipelayer - Skilled	1	HR	$32.43	80	$2594.40
261	Pipelayer - Helper	1	HR	$30.27	80	$2421.44
262	Laborer - Unskilled	3	HR	$27.03	80	$6486.00
						$0.00
I) Directional Drilling & Pipe Installation						$0.00
263	2-inch	1	LF	$20.54		$0.00
264	4-inch	1	LF	$28.11		$0.00
265	6-inch	1	LF	$37.84		$0.00
266	8-inch	1	LF	$43.24		$0.00
267	10-inch	1	LF	$59.46		$0.00
268	12-inch	1	LF	$77.83		$0.00
269	14-inch	1	LF	$96.21		$0.00
270	16-inch	1	LF	$108.10		$0.00
280	18-inch	1	LF	$124.32		$0.00
281	20-inch	1	LF	$194.58		$0.00
282	24-inch	1	LF	$259.44		$0.00
						$0.00
J) Gravity Sewer CIPP Lateral Renewal Systems						$0.00
283	4 inch lateral up to 25 lf	1	EA	$1,621.50		$0.00
284	6 inch lateral up to 25 lf	1	EA	$1,891.75		$0.00
285	4 inch tophat installation	1	EA	$756.70		$0.00
286	6 inch tophat installation	1	EA	$972.90		$0.00
						$0.00
K) Manhole Rehabilitation						$0.00
287	4 foot diameter	1	VF	$270.25		$0.00
288	6 foot diameter	1	VF	$281.06		$0.00
289	Lift station rehabilitation	1	SF	$19.46		$0.00
290	Existing coating removal	1	SF	$5.41		$0.00
291	Adjust existing manhole cover and ring (grass)	1	EA	$432.40		$0.00
292	Adjust existing manhole cover and ring (Asphalt)	1	EA	$648.60		$0.00
293	Install new manhole ring and cover (grass)	1	EA	$756.70		$0.00
294	Install new manhole ring and cover (Asphalt)	1	EA	$1,189.10		$0.00
295	Furnish and install manhole chimney seal	1	EA	$540.50		$0.00
296	Re-construct manhole bench and channel flow	1	EA	$540.50		$0.00
						$0.00
L) Slip-lining down to DR 11						$0.00
297	4-inch	1	EA	$32.43		$0.00
298	6-inch	1	EA	$37.84		$0.00
299	8-inch	1	EA	$43.24		$0.00
300	10-inch	1	EA	$54.05		$0.00
301	12-inch	1	EA	$75.67		$0.00
302	16-inch	1	EA	$108.10		$0.00
303	18-inch	1	EA	$124.32		$0.00
304	24-inch	1	EA	$259.44		$0.00
305	30-inch	1	EA	$345.92		$0.00
306	36-inch	1	EA	$410.78		$0.00

307	42-inch	1	EA	$454.02		$0.00
308	48-inch	1	EA	$518.88		$0.00
309	54-inch	1	EA	$691.84		$0.00
310	63-inch	1	EA	$810.75		$0.00
						$0.00
M) Large Diameter HDPE						$0.00
	Pipe String Fusion					$0.00
311	14-inch	1	LF	$59.46		$0.00
312	16-inch	1	LF	$70.27		$0.00
313	18-inch	1	LF	$81.08	400	$32430.00
314	20-inch	1	LF	$91.89	350	$32159.75
315	24-inch	1	LF	$113.51		$0.00
316	30-inch	1	LF	$145.94		$0.00
317	36-inch	1	LF	$183.77		$0.00
318	48-inch	1	LF	$237.82		$0.00
						$0.00
	Pressure Testing					$0.00
319	14-48 inch	1	LF	$4.32	350	$1513.40
320	Charge Water	1	K-Gals	$1.08		$0.00
						$0.00
N) Pipe Bursting for Force Main Replacement Procedure						$0.00
	HDPE DR 11					$0.00
321	3-inch diameter	1	LF	$51.89		$0.00
322	4-inch diameter	1	LF	$61.62		$0.00
323	6-inch diameter	1	LF	$79.99		$0.00
324	8-inch diameter	1	LF	$103.78		$0.00
325	10-inch diameter	1	LF	$116.75		$0.00
326	12-inch diameter	1	LF	$145.94		$0.00
327	14-inch diameter	1	LF	$162.15		$0.00
328	16-inch diameter	1	LF	$199.99		$0.00
329	18-inch diameter	1	LF	$227.01		$0.00
330	20-inch diameter	1	LF	$264.85		$0.00
331	24-inch diameter	1	LF	$297.28		$0.00
332	30-inch diameter	1	LF	$378.35		$0.00
333	36-inch diameter	1	LF	$416.19		$0.00
334	42-inch diameter	1	LF	$459.43		$0.00
335	48-inch diameter	1	LF	$540.50		$0.00
336	54-inch diameter	1	LF	$648.60		$0.00
						$0.00
	Plug Valves					$0.00
337	4-inch	1	EA	$1,148.02		$0.00
338	6-inch	1	EA	$1,837.70		$0.00
339	8-inch	1	EA	$2,413.87		$0.00
340	10-inch	1	EA	$3,312.18		$0.00
341	12-inch	1	EA	$3,829.98		$0.00
342	16-inch	1	EA	$5,516.34		$0.00
343	18-inch	1	EA	$9,238.23		$0.00
344	20-inch	1	EA	$14,471.35		$0.00
345	24-inch	1	EA	$19,715.28		$0.00
346	30-inch	1	EA	$34,002.86		$0.00
347	36-inch	1	EA	$48,703.37		$0.00
348	42-inch	1	EA	$59,199.88		$0.00
349	48-inch	1	EA	$66,939.84		$0.00
350	54-inch	1	EA	$75,468.93		$0.00
						$0.00
	ARV Vacuum/Air/With structure					$0.00
351	2-inch	1	EA	$4,942.33		$0.00
352	4-inch	1	EA	$12,477.98		$0.00
353	6-inch	1	EA	$15,806.38		$0.00
						$0.00
	Blow Off/With box					$0.00
354	2-inch	1	EA	$2,750.06		$0.00
355	4-inch	1	EA	$4,971.52		$0.00
356	6-inch	1	EA	$8,448.02		$0.00
						$0.00
357	Tracer Wire	1	LF	$1.76		$0.00
						$0.00
O) Modular Pipe Bursting						$0.00
358	Manhole set up fee	1	EA	$26,754.75		$0.00
359	8-inch	1	LF	$168.64		$0.00
360	10-inch	1	LF	$183.77		$0.00
361	12-inch	1	LF	$201.07		$0.00
362	14-Inch	1	LF	$217.28		$0.00
363	16-inch	1	LF	$244.31		$0.00
364	18-inch	1	LF	$289.71		$0.00
						$0.00

P) Extended Warranty						$0.00
365	Past 1 year, extended warranty offered at 1.93% of contract value per year					
						$ 263,720.76



Credits: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Maxar, Microsoft

City of Bradenton
Public Works
888 13th Ave E
Bradenton, FL 34208
(941) 708-6300
cityofbradenton.com/publicworks

bradenton
The Friendly City

Author: GIS
Reviewer : KClayback
Scale: 1:1,100
Date: 9/10/2025 3:26 PM

Project: LS23 Force Main CompressionFit Lining
Map: 11 x 17
Details: Force Main

Sheet 1 of 1

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Force Main Offset at Lift Station 23 at 59th Street West and 21st Avenue West

SUGGESTED ACTION: Council approval of the work assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Th force main from LS23 was replaced in 1985. The pipe across the street from the hospital has experienced multiple breaks in the last 5 years. A portion of the pipe is being lined using trenchless technology under a separate work assignment and contractor, but this portion across 21st Avenue West needs to be trenched and and replaced using traditional construction methods.

FINANCIAL IMPACT:
Funding for the project is approved and included in GL account 40859000-593000-25503.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Woodruff & Sons to replace the force main offset at LS23.

ATTACHMENTS:

Work Assignment, Scope, and Quote from Woodruff & Sons, Inc.

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2026-02

WORK ASSIGNMENT TITLE: 20" Force Main Offset at 59th St. W. & 21st Ave. W.

Pursuant to the City of Bradenton, Agreement PB-23-005KC for Pipeline Repair and Replacement Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Woodruff & Sons, Inc., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE: 20" Force Main Offset at 59th St. W. & 21st Ave. W.

Contractor shall perform Tasks as more specifically detailed in Exhibit 1 as follows:

1. SCOPE OF WORK
2. LUMP SUM FEE SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $196,226.87. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #1 20" Force Main Offset at 59th St. W. & 21st Ave. W. - $196,226.87.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. PB-23-005KC for Pipeline Repair and Replacement Services and this Work Assignment dated October 31, 2025.

CONTRACTOR

BY: _____

Printed Name: Chad Wakeman

Title: Project Manager

Date: 10/31/2025

CITY OF BRADENTON

BY: _____

Date: _____

WORK ASSIGNMENT 2026-02

SCOPE OF WORK AND SCHEDULE

The 59th St W and 21st Ave W 20" Force Main Offset work assignment is part of a larger project that will replace a portion of the existing LS23 force main which has suffered 3 breaks in the last 18 months. New C-900 PVC piping will be placed adjacent to the existing pipe in the intersection and will tie-in to the segment on 59th Street that is being rehabilitated by compression fit lining under a separate contract. The work assignment includes maintenance of traffic during construction and restoration of the roadway and right of way after the new force main is tested and brought into service. The work is expected to be completed within 90 days of issuance of notice to proceed.

Woodruff & Sons, Inc.

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

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Brian Norman
Address:	101 Old Main Street	**Phone:**	941-245-1686
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	RTL - 20" Force Main Offset 59th St. W. @ 21st Ave. W.	**Bid Number:**	P25-058
Project Location:	59th St W, & 26 Ave. W., Bradenton, FL	**Bid Date:**	10/30/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Total Price
1	Furnish & Install 20" Force Main Offset	1.00	LS	$156,892.59
2	Roadway & R/W Area Restoration	1.00	LS	$39,334.28

Total Bid Price: $196,226.87

Notes:

- ***Survey, layout and record drawings furnished by the owners' surveyor.***
- ***City to furnish pump trucks if needed.***
- ***This proposal is based on installing 20" C900 DR18 in lieu of 20" DIP due to 12 - 14 weeks lead times for 20" DIP.***
- ***This proposal includes patching excavated pavement by sawcutting trench limits, install & compact 10" of FDOT C/C base and pave 2.5" of type S-3 asphalt. (no milling)***
- ***Allow 6 - 8 Weeks for materials once NTP is issued.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

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

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

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

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 12, 2025
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Work Assignment for the Generator Replacement at Lift Station 11
SUGGESTED ACTION:	Approval by Council for the purchase and authorization for the Mayor to sign on behalf of the City

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Lift stations are a vital part of the sanitary collection system. In case of power failure, backup power is critical to keep the system functioning. The current generator is beyond its useful life and needs to be replaced.

FINANCIAL IMPACT:
The budget is included in GL account 40859000-563000-26506 with contract authorization through Sourcewell Purchasing Agreement.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for the purchase of a new generator for Lift Station 11.

ATTACHMENTS:
Work Assignment
Ring Power Quote

WORK ASSIGNMENT

WORK ASSIGNMENT NO. WA: 260011

WORK ASSIGNMENT TITLE: (New Generator for Lift Station 11)

Pursuant to the City of Bradenton, Agreement for generator purchasing and installation Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Ring Power Corporation., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $230,449.90. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Replacing the existing generator, replacing the automatic transfer switch, installing a portable generator quick connect box.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. for pipelining Services and this Work Assignment 260011 dated October/20/2025. _____.

Contractor

BY: York Bridges

Printed Name: York Bridges

Title: Asst. Sales Manager

Date: 10/29/25

CITY OF BRADENTON

BY:_____

Date: _____

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

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

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

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **10/20/2025**

QUOTATION NO: **LP-31576566-1-25**

CUSTOMER NAME: **CITY OF BRADENTON**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **35-40 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS: **3rd St E/13th Ave E**
CITY/STATE/ZIP: **Bradenton FL**
PROJECT NAME: **CITY OF BRADENTON - LS 11-TURNKEY**

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

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
SOURCWELL Contract # 092222-CAT **Please ensure quote meets your expectations.** One (1) New Caterpillar Diesel Generator – Model D150-10, 150kW/187.5kVA Standby at 0.8 PF, 480/277VAC, 3 Phase, 60 Hz at 1800 RPM, with the following features and accessories: • EPA Tier III Certified Engine, Caterpillar model C7.1 • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 250 Amp, generator mounted, LSI • GCCP1.2 Control panel with safety shutdowns, Engine controls and metering • 105 degrees C rise generator with voltage regulator, PMG excitation • ADEM electronic governor • Aluminum, Sound Attenuated, Weather Protective Enclosure, 150 Mph Wind Rated • Jacket water heater		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Lydon Perkins*

Lydon Perkins, EP Sales. Central Florida

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Battery charger UL 10 amps, 120VAC input • Generator space heater, 120VAC input • Batteries, lead acid • Factory test at rated power factor, unwitnessed • 5 Year / 2500-hour Caterpillar Platinum Extended Service Coverage		
Caterpillar List price for above		$ 80,434.63
Caterpillar Deduct per Sourcewell Contract (35%)		-$28,152.12
Caterpillar Price With Sourcewell discount		**$52,282.51**
One (1) ASCO 300 Series Automatic Delayed Transition Transfer Switch ($7,155.33 List, 5% Discount) • 3 Pole, 260 Amp, 480/277 3Ph VAC, NEMA 1 • J3ADTSA30260NGXC,11BE,73CC • 5 Year Manufacturer Limited Warranty		$6,797.57
One (1) ASCO 300 Series Dual Purpose Quick Connect Panel ($26,534.50 List, 5% Discount) • 3 Pole, 250 Amp, 480/277 3Ph VAC, NEMA 3RX, Stainless Steel • 3QCDCNA30250NBXS,172QC • 5 Year Manufacturer Limited Warranty		$25,207.76
One (1) Phoenix Sub-base Diesel Fuel Tank ($48,696.00 List, 5% Discount) • 875-gallon double wall tank* 799 gallons usable fuel (when tank is filled to 90%) • U.L. 142 listed generator sub-base tank * FDEP: EQ625 • Fuel level & leak switches: High, Low, fuel level & interstitial leak switches • 7.5-gallon spill containment with pad lockable, hinged cover • Free-standing stairs package – Aluminum • 5 Year Manufacturer Limited Warranty • Application of Clear Coat Corrosion Protection, ProtectaClear at Phoenix Products		$46,261.20

Turnkey Services – General Contracting Services, Electrical Installation ($88,138.80 List, 5% Discount)
• Demolition/Removal:
  ○ One (1) 100kW Outdoor Generator
  ○ Existing 260 Amp Automatic Transfer Switch
  ○ Existing Generator feeders
• Installation:
  ○ One (1) Generator 150kW 480V 3PH with 250A main breaker with 72hr sub-base diesel tank
  ○ One (1) ATS 260A Delay T PH 277/480v NEMA 1
  ○ One (1) Portable generator quick connect box, NEMA 3RX
  ○ Concrete pad extension (Generator)
  ○ Utility, load, and generator conductors (Based on current gen location)
  ○ Gen accessories conductors
		$83,731.86

Commissioning Services ($13,500.00 List, 5% Discount) • Prestart inspection, Startup, Customer Training • 4-hour load test conducted on site, resistive		$12,825.00
Freight ($9,300.00 List, 5% Discount)		$8,835.00
Total net price for above		**$235,940.90**
Trade in offer for One (1) Olympian D100P1, NPS01436, approximately 546 hrs.		*-(5,500.00)*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Total net price less trade-in		**$230,449.90**
Adder to include Semi-Annual Preventative Maintenance Agreement, for one year		*$1,800.00*
Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of Bradenton		
Recent changes in North American trade policies have introduced new tariffs on various imported goods. Specifically, the U.S. has imposed a 25% tariff on imports from Canada and Mexico, affecting products that do not meet the United States-Mexico-Canada Agreement (USMCA) origin rules. Additionally, certain Canadian imports, including energy products, face a separate 10% tariff. ***We are actively monitoring the situation and working to mitigate any potential disruptions to ensure we continue to provide high-quality products and services to our customers. In some instances, it may be necessary for Ring Power to pass along these increased costs and will communicate the potential impact as soon as reasonably known. We appreciate your understanding and support as we navigate these changes***		

Quotation in accordance with Ring Power's understanding of quote request. This proposal is prepared without review of the existing as built or site drawings. The cost is subject to change after reviewing engineered drawings or required specifications.

Clarifications:
- If trade in offer is accepted, project invoice total will be less trade in amount. Trade in credit is subject to clear Lein Search/Lein release
- Customer is responsible for scheduling and facilitating Utility outages with the Utility provider for ATS installation.
- No fuel is included in this proposal. Customer is responsible for fuel on initial fill and for testing
- Engineered drawings and permits/fees are not included in this proposal.
- Proposal assumes existing equipment to be reused is in working condition; any deficiencies or repairs needed will be quoted separately
- No temporary power or generator is included in this proposal.
- No fuel is included in this proposal. Customer is responsible for fuel on initial filling and for testing the generator set.

Notes:
1. Sales tax is not included.
2. Pricing includes start-up, testing, and customer training.
3. Audio and video recording of training is not permitted.
4. All labor is assumed during standard working hours (Mon–Fri, 8:00 AM–5:00 PM); after-hours labor will incur additional charges.
5. Equipment provided is limited to the Bill of Materials (BOM) and scope described in this proposal. Exceptions apply to any specifications or drawings not available at the time of quotation.
6. 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.
7. Warranty coverage for non-Caterpillar equipment begins upon shipment from the original manufacturer.
8. Installation, labor, conduit, wire, equipment offloading, anchor bolts, pads, fuel, and fuel piping are not included.
9. Specialized testing (NETA, infrared, emissions, etc.) is excluded unless specifically listed in this proposal.
10. Coordination studies, arc flash analysis, and protective settings are excluded. Relay and circuit breaker settings must be determined and implemented by others.
11. Ring Power Corporation does not participate in Contractor Controlled Insurance Programs (CCIP).
12. **Equipment will not be released for production until Ring Power receives both a signed sales agreement and approved submittals from the customer. This process ensures delivery of equipment aligned with project needs.** For any assistance, please contact your Ring Power sales representative.

Thank you for considering Ring Power Systems for your equipment needs

Lydon Perkins
Lydon Perkins
Ring Power Systems, Generator Sales Central Florida
813 230 2181 Cell
Lydon.Perkins@ringpower.com

AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for High Service Pump Station (HSPS) Supplemental Water Main Engineering Design Scope

SUGGESTED ACTION: Council approval of the work assignment for the design and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The first priority identified in providing additional resiliency for the City's potable water system is adding supplemental distribution lines at the City's HSPS. This project includes the design of several lines that will be constructed in 2 - 3 phases over the next 2 years.

FINANCIAL IMPACT:
The project was included in the FY2025-26 budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Jones Edmunds to provide design and bid document services for the High-Service Pump Station.

ATTACHMENTS:

Work Assignment, Direct Select Form, and Proposal from Jones Edmunds

CONTRACT
BETWEEN

JONES EDMUNDS
324 S. Hyde Park Ave, Suite 250
Tampa, FL 33606

And

CITY OF BRADENTON

ASSIGNMENT NO. 26-01
WORK ASSIGNMENT TITLE: HSPS Supplemental Water Main Feed Lines

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. SUBCONTRACTOR USAGE FORM

Consultant Contract Proposed Price: $192,000

CONSULTANT'S PROJECT MANAGER:
NAME: Thomas Friedrich, PE, BCEE
EMAIL: tfriedrich@jonesedmunds.com
TITLE: Senior Consultant/V.P.
PHONE: 813-258-0703

CITY'S PROJECT MANAGER:
NAME: Kristofer Eccles, P.E.
EMAIL: kristofer.eccles@bradentonfl.gov
TITLE: Senior Engineering Manager
PHONE: (941) 462-1996

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Thomas Friedrich, P.E., BCEE
(PRINT NAME)
SIGNATURE: _____ Date 10/29/25

CITY PROJECT MANAGER: Kristofer Eccles, P.E.
(PRINT NAME)
SIGNATURE: Kristofer S Eccles Digitally signed by Kristofer S Eccles Date: 2025.11.04 16:06:02 -05'00' Date_____

CITY MAYOR:_____
(PRINT NAME)

SIGNATURE:_____Date_____

Direct Select Form

Request Date	Contract No.	Cost Estimate
11/5/2025		$ 192,000

Requested By:	**Division / Department:**
Kristofer Eccles, P.E.	PWU / Engineering

Administrative Agent (*If different from Requestor*)**:**

Library Category:	**Vendor Name:**
Engineering Services - Utilities	Jones Edmunds

Work Assignment Title: HSPS Supplemental Water Main Feed Lines

Description of Requested Services:

Jones Edmunds to assist the City of Bradenton with developing design and bid documents for additional water mains to be added to the City's water distribution system from the High-Service Pump Station (HSPS) at 700 1st Street W., Bradenton, Florida 34208.

Justification: (*Select all that apply and explain below*)	☐ Past experience with project ☐ Continuation of previous work assignment ☐ Unique qualifications ☑ Other

Comments / Explanation of Direct Select:

Immediate availably and familiarly with the HSPS to develop construction plans for use in FY'26

Requestor: Kristofer Eccles, P.E.	**Signature:** Kristofer S Eccles Digitally signed by Kristofer S Eccles Date: 2025.11.05 09:01:29 -05'00'	**Date:** 11/5/2025
Department Director: Irvin Lee	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.11.05 11:34:33 -05'00'	**Date:** 11-5-25
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.11.05 11:46:08 -05'00'	**Date:** 11/5/2025

October 28, 2025

Kristopher Eccles, PE
Senior Engineering Manager
Public Works & Utilities
888 13th Avenue East
Bradenton, FL 34208

RE: City of Bradenton
HSPS Supplemental Water Main Feed Lines
Jones Edmunds Opportunity No.: 95310-XXX-01

Dear Mr. Eccles:

Jones Edmunds is pleased to submit this proposal to assist the City of Bradenton with developing design and bid documents for additional water mains to be added to the City's water distribution system from the High-Service Pump Station (HSPS) at 700 1st Street W., Bradenton, Florida 34208.

PROJECT BACKGROUND, UNDERSTANDING, AND GOALS

As part of the construction of the City's new Police Department Headquarters, the City was required to relocate an existing 24-inch water main crossing the site of the new building. The 24-inch main is fed from elevated water tower #1 and is connected to the 30-inch discharge pipe at the north end of the HSPS. When the City was designing the water main relocation, it discovered that the valving and configuration of the 30-inch water main represent a potential single point of failure. If the 30-inch line is damaged, shutting the down line to effect repairs would effectively shut off all water supply flow to the entire City.

As a result, the City developed a conceptual plan to install new water main connections from the HSPS – two mains to connect to the existing 16-inch water main in 9th Avenue W. and a third to connect to the existing 18-inch water main in 9th Avenue E. The City's plan calls for the east water main to be installed crossing US 301 (1st Street) in 8th Avenue E. to the intersection of 3rd Street E. and then turning south to 9th Avenue E., a total distance of approximately 1,300 feet. The City identified two possible routes for the west water mains. The first runs due south from the HSPS to a connection in 9th Avenue W., a distance of approximately 420 feet. The second runs due west from the HSPS in 8th Avenue. W. to a connection in 3rd Street W., a distance of approximately 800 feet. The City desires to have all routes evaluated to determine the most feasible means to install the new water mains. The intent is for the east water main connection and one of the two west water main connections to be installed initially. The second west water main connection would be installed at a future time to be determined.

The City indicated that the preference is for the new water mains to be installed via horizontal directional drill (HDD) to the maximum extent possible. As stated by the City, the goal of this project is to add redundancy and resiliency to the water supply feed from the HSPS and eliminate the single point of failure by adding alternative water main routing that will supplement the HSPS's existing 30-inch transmission main.

SCOPE OF SERVICES

TASK 1 – PRELIMINARY DESIGN SERVICES

Jones Edmunds will provide the following elements in the preliminary design effort:

- **1.1 Project Kickoff Planning Meeting:** Jones Edmunds will schedule and attend a project kickoff meeting with the City to review the project goals and critical success factors, establish lines of communication, and discuss project details.
  - **Deliverables:** We will distribute electronic copies of the kickoff meeting minutes to the meeting attendees by e-mail only (Adobe Acrobat format).
- **1.2 Data Gathering and Review:** Jones Edmunds will gather and review utility drawings of the project areas, record drawings of the drainage, water and sanitary sewer systems, and any existing information regarding subsurface conditions in the project area. Jones Edmunds will correspond with the City and the applicable utility companies about the size and location of their utilities in the project area.
- **1.3 Field Reconnaissance:** Jones Edmunds will conduct a field reconnaissance of the project areas to assess conditions, locate and confirm the size and condition of existing stormwater and sanitary sewer systems, and verify water main valves and flow patterns. Additionally, information regarding subsurface conditions garnered as part of the Police Department Headquarters design will be reviewed. Such information will be vital in evaluating the west pipeline alternative that uses 8th Avenue W. because the potential for contaminated soils exists along this route. The fieldwork will be conducted with the goal of evaluating the feasibility of the City's proposed routes for the new water mains and identifying possible alternatives to address any identified issues with the routes.
- **1.4 Hydraulic Modeling/Operational Protocols**: Jones Edmunds will use the City's existing WaterGEMS model to evaluate the new water supply lines from the HSPS. The modeling efforts will also be used to develop recommended operational protocols to direct Water Treatment Plant staff in implementing the use of the new water main connections to supply the water distribution system as a backup to the existing 30-inch supply main. As part of developing the operational protocols, Jones Edmunds will schedule and attend a workshop with City Engineering and Water Treatment Operational staff to brainstorm how the HSPS supply will operate with the new supply connections in place.
- **1.5 Preliminary Engineering Report (PER):** Jones Edmunds will develop and submit to the City a PER presenting the results of the field data collection, hydraulic modeling and

operational protocol recommendations, permitting requirements, and preliminary investigation efforts. We will inform the City if any temporary or permanent easements will be needed for the project. We will include 30% plans in the report showing buried utilities, water main replacement routing, size, and materials of construction and potential conflicts, along with an opinion of probable construction cost and construction phasing requirements. We will attend a review meeting with the City to discuss the Draft PER and obtain comments, which will be incorporated into the Final PER, as appropriate.

- **Deliverables:** Jones Edmunds will provide three paper copies and one electronic copy in Adobe Acrobat format of the Draft PER to the City for review. Meeting minutes from the design review meeting will be distributed to meeting attendees by e-mail only. The meeting minutes will include the disposition of the City's comments. Five paper copies and one electronic copy in Adobe Acrobat format of the Final PER will be submitted to the City.

TASK 2 – FIELD DATA COLLECTION

We propose to subcontract the topographic survey, geotechnical investigations, and subsurface utility locates to the existing Firms under the City's Continuing Services Contracts. This information will be gathered before the preliminary design services (Task 1) are completed and will be used to assist in developing the 30% plans and PER. The field data collection Scope of Services is summarized as follows:

- **2.1 Site Topographic Survey and Utility Locates:** We will coordinate with our subconsultant Professional Land Surveyor (PLS) on vertical and horizontal controls used for the survey. The survey will encompass the utility corridor from right-of-way to right-of-way and will be used as the base map for the design drawings. Jones Edmunds will request that our PLS subconsultant obtain the following data:
  - Above-grade structures, fencing, piping roads, driveways, sidewalks, stormwater structures, power poles, panels, posts, trees, shrubs, valve boxes, water meters, and curbs.
  - Edge of pavement, ground surface, and top of improved surface (e.g., roads, driveways, sidewalks, stormwater structures, valve boxes) elevations. Ground surface elevations will be surveyed at an interval not exceeding 100 feet.
  - Rim and invert elevations of any stormwater and sanitary sewer structure, including diameters and invert elevations of connecting pipes.
  - Locations of buried utilities as marked by the utility providers. The surveyor will review records and contact all utility providers to have their utilities marked. The survey will include the locations and the utility owners' contact information. The surveyor's work will be limited to Subsurface Utilities Engineering (SUE) Quality Levels D and C.
    - **Deliverables**: Jones Edmunds will provide the City one paper copy of the survey signed and sealed by the PLS and an electronic copy of the survey on CD/DVD (Adobe Acrobat format and AutoCAD format).

- **2.2 Auger Borings and Geotechnical:** Jones Edmunds will request that our geotechnical subconsultant do the following:
  - Perform auger borings (subsurface explorations) at 50-foot intervals to a depth of 15 feet, representing the Florida Department of Transportation (FDOT) required 10 times pipe diameter depth for utility crossing of US 301.
  - Visually classify representative soil samples in the laboratory using the Unified Soil Classification System. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
  - Perform limited soils testing to assist in the visual classification of the samples.
  - Summarize apparent seasonal high-water table.
  - Provide geotechnical findings and recommendations as they pertain to the new pipe installation. These recommendations and the data on which they are based will be presented in a written geotechnical report prepared by a professional engineer. The report will include soil classifications, recommended trench construction, and minimum compaction densities.
    - **Deliverables**: Jones Edmunds will provide the City with four paper copies of the geotechnical report signed and sealed by the subconsultant's professional engineer and an electronic copy of the report via e-mail only (Adobe Acrobat format).
- **2.3 Subsurface Utility Location Coordination:** Jones Edmunds will coordinate with our SUE subconsultant to complete test pits as needed in addition to ground penetrating radar (GPR) to clarify the horizontal and vertical utility locations in areas of potential conflict.
    - **Deliverables**: Jones Edmunds will provide the City with one paper copy and one electronic PDF copy of the requested utility locates.

TASK 3 – PERMITS AND RELATED SERVICES

Jones Edmunds will provide the following permitting assistance for the project:

- **3.1 Florida Department of Environmental Protection (FDEP**): In accordance with 62-555.405, FAC, the new pipelines will require an FDEP water main Notice of Intent to Use the General Permit for Construction of Water Main Extensions for Public Water Supplies. SForm 62-55.900(7) will be prepared submitted for each of the water mains.
- **3.2 Florida Department of Transportation (FDOT):** FDOT Utility permitting will be required for the east water main crossing US 301 and may be required for the west water main if the connection to the water main in 9th Avenue W. is made within the FDOT right-of-way of US 301. The following will be completed:
  - Coordinate the development of the permit application package with FDOT.
  - Attend one pre-application meeting with FDOT.

- Prepare the Utility Permit Form 710-010-85 and the associated permit application package, including figures, cross sections, and maps.
- Respond to up to two requests for additional information (RAIs) from FDOT.

No fees are known to be associated with the FDOT Utility Permit.

- **Deliverables:** Jones Edmunds will submit one paper copy and one electronic copy in Adobe Acrobat format of the draft permit application packages to the City for review and one paper copy of the final permit applications to the City for signature and submission to FDOT and FDEP. One paper copy and one electronic copy in Adobe Acrobat format of the fully executed permit application packages will be returned to Jones Edmunds upon receipt by the City.

TASK 4 – FINAL DESIGN SERVICES

To expedite the design process, Jones Edmunds will take the 30% design drawings provided as part of PER and proceed directly to 90% design. We will provide following final design services for the project:

- **4.1 Prepare 90% Design Drawings and Specifications and Review:** Based on the approved PER, Jones Edmunds will prepare 90% project design drawings and specifications (design documents). The design documents will be prepared in conjunction with City of Bradenton's standard details and specifications. The design drawings will be prepared using AutoCAD Civil 3D 2024. An opinion of probable construction costs will be prepared to go with the design documents.

- **4.2 90% Review Meeting:** We will attend a review meeting with the City to discuss the 90% documents and obtain comments that will be incorporated into the Bid Documents.

  - **Deliverables:** Jones Edmunds will provide three copies of the 90% design documents to the City for review and comment by City staff. Meeting minutes from the design review meeting will be distributed to meeting attendees by e-mail only. The meeting minutes will include the disposition of the City's comments.

- **4.3 Prepare Bid Drawings and Specifications:** Based on the comments on the 100% design documents, Jones Edmunds will prepare project bid documents. An opinion of probable construction costs will be updated and will go with the design documents.

  - **Deliverables:** Jones Edmunds will provide five signed-and-sealed paper copies and one electronic copy on CD (Adobe Acrobat format) of the final bid documents. Three drawings will be half size (11x17), and two drawing sets will be full size (22x34).

SCHEDULE

Jones Edmunds will begin work on this project upon receiving a signed Task Authorization and Notice to Proceed (NTP) from the City. The schedule for this project will be based on a mutual

agreement between the City and Jones Edmunds. The project tasks are estimated to be completed as follows:

Kickoff Meeting with City	7 days from NTP
Conduct Field Reconnaissance of Project Areas	21 days from NTP
Complete Site Topographic Survey/Utility Locates	60 days from NTP
Complete Geotechnical Evaluation of Project Areas	60 days from NTP
Submit Draft Preliminary Engineering Report (PER-30% Design)	75 days from NTP
Conduct PER Review Meeting with City	85 days from NTP
Finalize Preliminary Engineering Report (30% Design)	100 days from NTP
Complete 90% Design Drawings and Specifications	120 days from NTP
Conduct 90% Review Meeting with City	130 days from NTP
Submit Bid Drawings and Specifications for Advertisement	150 days from NTP

EXCLUSIONS

The following items are exclusions to or conditions of this Scope of Services:

- No bid phase or construction administration phase services are provided with this Scope of Services. Jones Edmunds can amend this Scope to provide bid phase services and construction administration of the water line replacements and improvements designed for construction.
- No permitting services other than those described in this letter are included in this Scope of Services.
- We assume that the geotechnical subconsultant will be able to drill borings along the various roadways with minimal maintenance of traffic (MOT) precautions (e.g., traffic cones). We assume that no soil contamination will be encountered during the geotechnical evaluation or construction that would require additional testing or design considerations.
- This project will not require design modification of stormwater systems.
- This project will not require modifications to the existing roads.

ENGINEERING FEES

Based on the Scope of Services described in this letter for professional engineering services, Jones Edmunds proposes to complete the design work for a lump-sum fee of $192,000 as summarized in the following table. The City will be billed monthly based on a percentage

complete for each task. This Scope of Services can be modified to provide bid and construction administration services as required by the City.

Task	Proposed Fee
1. Preliminary Design Services	$55,000
2. Field Data Collection	$67,000
3. Permits and Related Services	$14,000
4. Final Design Services	$56,000
TOTAL	$192,000

If you have any questions, please do not hesitate to contact us at (813) 258-0703, tfriedrich@jonesedmunds.com or jmclellan@jonesedmunds.com. As always, we appreciate this opportunity to provide continuing professional services to the City, and we look forward to collaborating with you on this important project.

Sincerely,

Thomas W. Friedrich, PE, BCEE
Senior Consultant/Vice President
324 S. Hyde Park Avenue, Suite 250
Tampa, Florida 33606

Jim McLellan, PE
Chief Engineer

SUB-CONSULTANT USAGE LIST

Work Assignment No. 26-01

Agreement No. 95310-XXX-01

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Survey	ESP Associates, Inc.	518 13th St. W. Bradenotn, FL 34205		13%
Geotechnical Engineering	Ardaman & Associates	1724 Barber Road, Sarasota, FL 34240		10%

SUB-CONSULTANT USAGE LIST

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				23%

AGENDA ITEM NO. 6.ab

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Pre-Construction Services for Lift Station 03 Expansion

SUGGESTED ACTION: Approval for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has requested Halfacre Construction Company provide pre-construction services for Lift Station 03 Expansion. The scope services include review of the existing basis of design report for the Lift Station 3 expansion project prepared by Jacobs Engineering Group, on-site meetings for construction coordination, project schedule and budget development, and procurement of long-lead time equipment. The LS03 Expansion project includes the rebuild of the existing station with significant capacity upgrades to receive the flow from the LS13 sewershed in conjunction with the LS13 Removal project. This Work Assignment is being issued under contract 22-029TWS.

FINANCIAL IMPACT:
GL Account: 40859000-563000-24523.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Halfacre Construction Company to provide pre-construction services for the Lift Station 03 Expansion.

ATTACHMENTS:
Direct Select Form, Work Assignment, and Scope from Halfacre Construction Company

Direct Select Form

Request Date	Contract No.	Cost Estimate
10/29/2025	RFQ-22-038-TWS	$103,465.00

Requested By:	Division / Department:
Brian Norman	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback

Library Category:	Vendor Name:
CMAR Services	Halfacre Construction Company

Work Assignment Title: Pre-Construction Services for LS #03 Expansion

Description of Requested Services:

The scope services includes review of the existing basis of design report for the Lift Station 3 expansion project prepared by Jacobs Engineering Group, on-site meetings for construction coordination, project schedule and budget development, and procurement of long-lead time equipment. The LS03 Expansion project includes the rebuild of the existing station with significant capacity upgrades to receive the flow from the LS13 sewershed in conjunction with the LS13 Removal project.

Justification: (*Select all that apply and explain below*)	
	☐ Past experience with project ☐ Continuation of previous work assignment ☑ Unique qualifications ☐ Other

Comments / Explanation of Direct Select:

Continuing services contract. The CMAR has successfully performed a variety of public works projects for neighboring municipalities including sewage treatment systems, and has already retrained the services of TLC Diversified, a highly recommended lift station contractor with previous work experience on the City's collection system, as a subcontractor for the project.

Requestor: Brian R. Norman, P.E.	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2025.10.31 07:24:28 -04'00'	**Date:** 10-31-25
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.10.30 16:17:48 -04'00'	**Date:** 10-30-25
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.10.31 09:57:05 -04'00'	**Date:** 10-31-25

CONTRACT RFQ-22-038-TWS
BETWEEN
HALFACRE CONSTRUCTION COMPANY
And
CITY OF BRADENTON ASSIGNMENT NO. 2025-1
WORK ASSIGNMENT TITLE: Pre-Construction Services for LS #03 Expansion

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. PROJECT BUDGET
4. SUBCONTRACTOR USAGE FORM

Pre-Construction Contract Proposed Price: $ 1 0 3 , 4 6 5 . 0 0

Contractor's PROJECT MANAGER:
NAME: Joseph Dutton TITLE: Sr. Project Manager

EMAIL: jdutton@halfacreco.com PHONE: 941.907.9099

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941.245.1686

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT
MANAGER: Joseph Dutton
(PRINT NAME)
SIGNATURE: Joe Dutton Digitally signed by Joe Dutton DN: C=US, E=jdutton@halfacreco.com, O=Halfacre Construction Company, CN=Joe Dutton Date: 2025.10.31 09:36:39-04'00' Date

CITY PROJECT
MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2025.10.31 07:21:46 -04'00' Date

CITY MAYOR:
(PRINT NAME)
SIGNATURE: Date

HALFACRE
CONSTRUCTION COMPANY
Established 1970

October 28, 2025

Brian R. Norman, PE
Environmental Compliance Engineer
Public Works & Utilities
City of Bradenton
888 13th Ave, East
Bradenton, FL 34208

RE: Project – City of Bradenton LS #03

Mr. Norman

Halfacre Construction is pleased to submit this proposal to provide pre-construction services for the LS#03 Expansion. Our team looks forward to collaborating closely with the City of Bradenton and Jacobs to support the successful planning and implementation of this important project.

The scope of our proposed pre-construction services includes the following:

- **Review of Preliminary Engineering Report:** We will perform a detailed review of the Preliminary Engineering Report and provide written comments to both the City and Jacobs. Our review will focus on constructability, schedule implications, budget impacts, and value-engineering opportunities.

- **Initial Site Review and Coordination:** Our team will participate in all on-site reviews with representatives from the City and Jacobs to assess logistics, site utilization, construction phasing, and the overall project schedule. This meeting will help establish preliminary sequencing and coordination strategies for future construction activities.

- **Project Schedule Development:** Following our initial assessment, we will develop and maintain an updated project schedule for team review. The schedule will outline key deliverables, milestones, and task durations, and will be adjusted as necessary based on input from the City and design team.

- **Preliminary Budget and Subcontractor Procurement Plan:** With the complexity and short duration of this project we needed the buy in for an experienced Lift Station and Sanitary contractor. TLC Diversified was recommended and procured for this project. We will prepare a summary-level budget for the project. We will compile and submit this preliminary estimate for the City's review and approval.

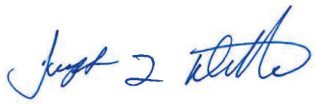
- **CMAR-Procured Long-Lead Materials:** The CMAR will be responsible for procuring the long-lead equipment items, including the pre-cast structures LS wet well, manholes, generator, control panel, and pumps. Coordination regarding delivery, installation requirements, and schedule impacts will be maintained with the City and Jacobs throughout the pre-construction process.

We appreciate the opportunity to partner with the City of Bradenton on this project and are committed to delivering a collaborative, transparent, and efficient pre-construction process. Please let us know if additional information or clarification is required to proceed.

We look forward to your approval and to beginning pre-construction services at your earliest convenience.

Sincerely,

HALFACRE CONSTRUCTION COMPANY



Joseph Dutton
Senior Project Manager

Halfacre Construction Company
Pre-Construction Services for
City of Bradenton - LS #03

Used Straight-Line Rates			PRECONSTRUCTION SERVICES										
		Rates		Conference	Design	On-Site	Preliminary	ITB	RFI	Develop	Overall	Total	Total
Description	Name	$/hr.	Qty	Calls	Meetings	Coordination	Project	Management	Management	GMP	Project	Hours	Pre-Construction Fee
		Unit				Meeting	Scheduling				Scheduling		
Principal	Jack Cox	$200.00			5					5		10	$ 2,000.00
Director of Estimating	Reed Giasson	$175.00		0	10	10	10	0	0	10	10	50	$ 8,750.00
Senior Project Manager	Joe Dutton	$155.00		10	25	25	30	5	15	20	10	140	$ 21,700.00
Superintendent	Terry Whalen	$125.00		10	25	15	30	5	15	20	10	130	$ 16,250.00
Project Admin.	Meagan Brookshire	$75.00					20	5	10	0		35	$ 2,625.00
Total Labor Cost		**Unit**		**20**	**65**	**50**	**90**	**15**	**40**	**55**	**30**	**225**	**$ 51,325.00**
Scheduling Services	JCS, LLC	$150.00					40				15	55	$ 8,250.00
Engineering Complicance	Kimley-Horn	$ 5,000.00	1										$ 5,000.00
TLC Coordination	TLC	$ 38,890.00	1										$ 38,890.00
Total Services													**$ 52,140.00**
												TOTAL LABOR & SERVICES	**$ 103,465.00**
Pre-Const Fee Totals													**$ 103,465.00**

SUB-CONSULTANT USAGE LIST

Work Assignment No. 2025-1

Agreement No. RFQ-22-038-TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Lift Station and Sanitary Sewer	TLC Diversified	2719 17th St E Palmetto, FL 34221		38%
Scheduling Services	JCS, LLC			8%

SUB-CONSULTANT USAGE LIST

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				46%

AGENDA ITEM NO. 6.ac

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 12, 2025
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Work Assignment for the Water Reclamation Facility (WRF) Equalization Tank Design Scope
SUGGESTED ACTION:	Council approval of the work assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
As part of the City's Face It and Fix It campaign, Public Works staff identified the need for additional hydraulic capacity at the WRF. The equalization tank is part of the plan to provide a location to hold the water until space becomes available in the treatment train to fully treat the water.

FINANCIAL IMPACT:
The City received a legislative appropriation for $2.0M for the equalization tank. A portion of this funding is being utilized for design and permitting of the facility. The FY2026 budget contains the line item for the design project in GL account 40859000-563000-26357.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Kimley-Horn to work collaboratively with the CMAR throughout the design, the development of the Guaranteed

Maximum Price (GMP), and the construction of the for the WRF Equalization Tank.

ATTACHMENTS:
Direct Select Form, Work Assignment, and Scope from Kimley-Horn

Direct Select Form

Request Date	Contract No.	Cost Estimate
10/31/2025	RFP 22-029TWS	$601,610.00

Requested By:	Division / Department:
Brian Norman	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback

Library Category:	Vendor Name:
Water & Wastewater Design	Kimley-Horn and Associates, Inc.

Work Assignment Title: WRF Equalization Tank

Description of Requested Services:

The scope of services includes engineering design, production of construction drawings and technical specification specifications, permitting with the Florida Department of Environmental Protection, and coordination with the Construction Manager at Risk (CMAR) for the Equalization project at the City's Water Reclamation Facility (WRF). The project will construct a ground storage tank, pumping station, yard piping, and controls package at the WRF to store excess influent flow during severe wet weather periods until treatment process capacity is available to treat the water.

Justification: (*Select all that apply and explain below*)	
	☐ Past experience with project ☐ Continuation of previous work assignment ☑ Unique qualifications ☐ Other

Comments / Explanation of Direct Select:

Continuing services contract. Kimley-Horn has recently served as engineer of record for wastewater equalization tank projects completed by neighboring municipalities. They have sufficient experienced staff and all resources necessary to complete the project efficiently and effectively.

Requestor: Brian R. Norman, P.E.	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2025.11.03 15:47:58 -05'00'	**Date:** 11/3/25
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.11.04 06:37:41 -05'00'	**Date:** 11-04-25
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.11.04 10:52:04 -05'00'	**Date:** 11/4/2025

CONTRACT RFP 22-029TWS
BETWEEN
Kimley-Horn and Associates, Inc.
And
CITY OF BRADENTON ASSIGNMENT NO. 2026-01
WORK ASSIGNMENT TITLE: WRF Equalization Tank

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. PROJECT BUDGET
4. PROJECT SCHEDULE
5. SUB-CONSULTANT USAGE FORM

Pre-Construction Contract Proposed Price: $ 6 0 1 , 6 1 0 . 0 0

Contractor's PROJECT MANAGER:
NAME: Jeff Goodwin TITLE: Senior Project Manager

EMAIL: Jeff.Goodwin@kimley-horn.com PHONE: 941.313.3887

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941.245.1686

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT
MANAGER Jordan Leep, PE
(PRINT NAME)
SIGNATURE: Jordan E Leep Digitally signed by Jordan E Leep Date: 2025.11.03 15:00:50-05'00' Date 11/3/2025

CITY PROJECT
MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2025.11.03 14:08:29 -05'00' Date

CITY MAYOR:

(PRINT NAME)

SIGNATURE: Date

Pursuant to the City of Bradenton, Florida, Agreement No RFQ- 22 –029 TWS: Water and Wastewater Consulting Design Services entered into by and between City of Bradenton, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and Kimley-Horn and Associates, Inc., hereinafter referred to as "CONSULTANT," a determination has been made by CITY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the Services described as follows:

TITLE OF THE PROJECT: CITY OF BRADENTON WATER RECLAMATION FACILITY (WRF)NEW EQUALIZATION (EQ) TANK

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform Tasks as more specifically detailed in Attachments 1 through 3 as follows:

Attachment 1: Scope of Services

Attachment 2: Fee Schedule

Attachment 3: Schedule

ATTACHMENT 1: SCOPE OF SERVICES

Project Description

The City of Bradenton (City) owns and operates an existing 9.0 million gallons per day (MGD) permitted annual average daily flow (AADF) type I activated sludge advanced wastewater treatment facility located at 1810 1st Street West in Bradenton. The City has determined that a new 3 MG EQ tank is needed (the Project) to manage fluctuations in hydraulic loadings particularly during major storm events. The City is currently implementing a temporary equalization system for use while the permanent tank is being designed, permitted, and constructed.

The City has engaged Kimley-Horn (Consultant) to provide design, permitting, bid phase, and construction phase services for this Project. It is the Consultant's understanding that the City intends to contract a Construction Manager at Risk (CMAR) to construct the Project. Under this work assignment the Consultant will work collaboratively with the CMAR throughout the Project design, the development of the Guaranteed Maximum Price (GMP), and the construction of the Project.

Scope of Services

Task 1 - Project Management

Under this Task the Consultant will provide overall project management to ensure successful delivery of the Project. The Consultant will oversee the Project execution to maintain schedule and budget, ensure alignment with City objectives, and achieve compliance with regulatory requirements. All deliverables will adhere to the Consultant's quality standards and the terms outlined in this agreement.

A. Project Kick-Off Meeting - The Consultant will facilitate a kick-off meeting with the City in person or virtually to outline project goals, review the scope of work, establish communication protocols, and discuss regulatory concerns. This meeting will ensure clarity on budget, schedule, deliverables, and the City's expectations. Minutes from the meeting will be prepared and distributed by the Consultant.

B. Monthly Progress Meetings – The Consultant will facilitate monthly progress meetings to update City staff on project status. Minutes from the meeting will be prepared and distributed by the Consultant.

C. The Consultant will coordinate the activities of the Consultant's staff with those of the City and the CMAR and administer communications among the Project team members.

D. The Consultant will prepare a project schedule for preconstruction services (alternatives evaluation, design, and permitting) in Microsoft (MS) Project format and submit it to the City for review and comment. The schedule will be updated and submitted with each design plan submittal. The CMAR contractor will be responsible for preparing construction schedules.

E. The Consultant will prepare monthly progress reports and invoices to be submitted to the City each month to demonstrate work completed in the last monthly period. The progress reports will also identify potential concerns with budget and schedule as appropriate.

F. The Consultant will develop and administer a quality assurance program covering the technical work of the Project team.

G. Data and information including invoices, progress reports and submittals will be shared via email.

Deliverables

1. PDF copies of meeting agendas and minutes.
2. Electronic copy of MS Project Schedule.
3. PDF copies of monthly progress reports and invoices.

Task 2 - 30% Design Phase

A. The Consultant will submit a formal data request to the City to obtain relevant design documentation, including record drawings, reports, operational data, and other technical materials for the City's WRF and associated utilities. The City will provide available documents to assist in the design process. The Consultant will set up and make available to the City an electronic share file for data delivery.

B. The Consultant will conduct up to three (3) site visits to the City's WRF to support data collection efforts and coordinate directly with City operations staff. The visits will allow the Consultant to gather critical site information, address existing operational conditions, and integrate practical solutions into the design.

C. The Consultant will develop detailed drawings in accordance with the City of Bradenton requirements. These contract documents will address general project requirements. Drawings will include:

    1. Civil process modifications.
    2. Project staging and phasing plan.

D. Hydraulic modeling (Visual Hydraulics)

    1. Prepare a hydraulic model for the area of interest, i.e., headworks, splitter box, EQ tank, and downstream oxidation ditches based on the current operating configuration using Visual Hydraulics modeling software. The model will be calibrated using field measured data.
    2. The hydraulic model will be used to conduct a hydraulic capacity evaluation for the area of interest. The model scenarios will include simulations to any potential hydraulic limitations.

3. The hydraulic model will encompass a maximum of three proposes scenarios for each configuration, IE Peak Hour Flow, Average Daily Flow, and Maximum Daily Flow.

E. Preliminary opinion of probable construction costs.

F. Draft 30% design plans will be prepared and submitted to the CMAR and the City for review and comment.

Deliverables

1. Draft and final PDF copies of 30% design submittals.
2. Four (4) hard copies of 11" x 17" drawings.
3. Electronic CAD files.
4. Hydraulic modeling output spreadsheet.

Task 3 - 60% Design

A. Preparation of draft Drawings and Specifications: The Consultant will provide a draft level completion submittal that generally consists of the following:

1. Cover, General Notes, Drawing Index, Symbols and Legend Sheets;
2. Draft technical specifications, including placeholders for incomplete sections;
3. Preliminary designs for civil and mechanical processes.

B. Draft Submittal package will be prepared and submitted to the CMAR and the City for review and comment.

Deliverables

1. Draft and final PDF copies of 60% design submittals.
2. Draft CSI format specifications.
3. Four (4) hard copies of 11" x 17" drawings.
4. Electronic CAD files.
5. Hydraulic modeling output spreadsheet.

Task 4 – 90% Design Phase

A. The 90% design submittal will consist of 60% design components and the following:

1. Incorporation of the City's 60% review comments including draft technical specifications.
2. All proposed construction detail sheets.

B. Draft Submittal package will be prepared and submitted to the CMAR and the City for review and comment.

Deliverables

1. Draft and final PDF copies of 90% design submittals.
2. Four (4) hard copies of 11" x 17" drawings.
3. Electronic CAD files.
4. Hydraulic modeling output spreadsheet.

Task 5 – Final Design Phase

Based on the City's draft review comments and discussions, the Consultant will advance the 90% design drawings and technical specifications to Final design phase.

A. The Consultant and the CMAR will prepare the 100% submittal package consisting of construction drawings and technical specifications, and revisions to the recommended construction sequencing/phasing plan. Upon completion of the final design, the Consultant will provide the following:
    1. Four (4) full-size sets of drawings (11" x 17") and four (4) hard copies (8.5" x 11") of the specifications.
    2. Electronic copies of the drawings and specifications in PDF format; hydraulic modeling output spreadsheet, and AutoCAD files of all drawings to support the City's future operations and record-keeping.

B. The Consultant will assist the CMAR in providing budget updates by reviewing the proposed design documents with the CMAR estimators, responding to questions, and providing clarification of the final design.

Deliverables

1. PDF copies of Final design submittals.
2. Four (4) full-size sets of drawings (11" x 17") and four (4) hard copies (8.5" x 11") of the specifications.
3. Electronic copies of the drawings and specifications in PDF format; hydraulic modeling output spreadsheet, and AutoCAD files of all drawings to support the City's future operations and record-keeping.

Task 6 – Permitting Services

The Consultant will provide permitting support for the preparation and submittal of the required information for review from the appropriate agencies including the Florida Department of Environmental Protection (FDEP) and the City of Bradenton, and as required for the Project. This

Task includes preparing and submitting necessary permit applications, coordinating with regulatory agencies, and responding to agency requests for additional information (RAIs). The City is responsible for paying all applicable permit fees.

A. FDEP Major Modification Construction Permit - The Consultant will prepare and submit the required forms for an FDEP major modification construction permit, including Forms 62-620.910(1) and 62-620.910(2). The Consultant will convert the alternatives analysis to a final basis of design report as part of the application to support the permit. The Consultant will also:

    1. Facilitate and attend a pre-application meeting with FDEP and City staff to ensure the permit application aligns with regulatory expectations and project goals.

    2. Respond to up to two (2) RAIs from FDEP to clarify submitted information. As with the ERP, if additional analysis is requested by FDEP, a separate scope of work may be necessary under supplemental services.

B. FDEP Environmental Resource Permit (ERP) - The Consultant will prepare and submit an FDEP Environmental Resource Permit Minor Modification application package consisting of required applications and construction plans. It is assumed that all required supporting documentation for the permit application will be provided by the City. The City will be responsible for paying all permit application fees directly to the permitting agencies.

    1. Facilitate and attend a pre-application meeting with the City and FDEP.

    2. Prepare and submit a single FDEP Environmental Resource Permit Minor Modification to the FDEP ERP 177761.

    3. Respond to up to two (2) RAIs from FDEP. It is understood that these RAIs will seek clarification on the submitted information and not require new analysis. Should additional analysis be requested, a separate scope of work may be necessary under supplemental services.

Task 7 - Field Services

A. Boundary and Topographic Survey Services

    1. The Consultant will contract with a survey subconsultant to provide surveying services within and around the Project area. This includes the area for the proposed EQ tank and the existing headworks structure. The survey will locate and identify the following within the survey limits:
        a. Roads (size and type of material).

        b. Above ground features within the Project area including, utility poles, above ground utilities including tanks and structures, culverts, fence lines, wetland jurisdictional lines, soil borings, and other visible features within the Project area which are pertinent to design and construction activities.

c. Invert elevations on culverts, storm drain structures and sanitary sewer structures.

d. Locate swales and ditches including top of bank.

e. Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities including SUE locates.

f. Topographic cross sections will be taken at one hundred (100) foot intervals and extend throughout the Project area. Site elevations will be provided at grade breaks and at changes in direction on surface.

g. All elevations established will be in feet, will be referenced to existing published NGS/City of Bradenton benchmarks, and will refer to North American Vertical Datum (N.A.V.D.) of 1988. A minimum of two (2) permanent Benchmarks, establishing vertical control for the Project, will be placed where appropriate. Provide temporary benchmarks placed at intervals not to exceed one thousand (1,000) feet within the Project area. All monumentation found or set will be identified on the survey drawing(s).

h. All data will be referenced to Florida State Plane Coordinates – North American Datum (NAD) 83/2011 datum – Florida West Zone.

i. Survey drawings will be provided in AutoCAD format.

B. Geotechnical Services

The Consultant will contract with a geotechnical subconsultant to provide geotechnical services Perform geotechnical explorations at the proposed new tank location as determined by the Consultant. A total of four (4) Standard Penetration Tests (SPT) borings three (3) to a depth of up to thirty (30) feet and one (1) to a depth of up to forty (40) feet for tank foundation recommendations. The geotechnical subconsultant will provide foundation design recommendations, constructability constraints, and settlement information.

Deliverables

1. Two (2) signed and sealed hard copies and one (1) PDF copy of the Geotechnical Report (if needed).
2. Two (2) hard and one (1) PDF copy of the Survey Report (if needed).

Task 8 - CMAR Support Services

It is understood the City will have the CMAR under contract by the time 30% design is completed. The CMAR will serve as the construction manager, providing preconstruction services during the design process, such as constructability reviews, work package and scheduling/sequencing recommendations, construction cost estimating, and value engineering.

It is the City's desire to incorporate a contractor's perspective and input into the Project planning and design decisions, and to leverage the ability for early procurement and phased construction prior to full completion of design. The relationship between the CMAR and the Consultant is intended to be collaborative, with both participating as advisors to the City during the pre-construction phase (Design Phase). The following tasks define the specific efforts to be performed and completed by the Consultant during the pre-construction (Design Phase) of the Project.

A. Review CMAR Pre-Construction Contract: Coordinate with the City to provide input and review of the CMAR Pre-Construction Phase contract.

B. The Consultant will assist the City in the bidding process for selection of a CMAR firm. The Consultant will review and provide comments on responsive Statements of Qualifications (SOQs). The Consultant's SOQ evaluation will be summarized in an evaluation matrix submitted to the City for the City's consideration with CMAR selection. The Consultant will assist the City by reviewing and commenting on the CMAR's proposed scope, pricing and contract terms and conditions. If requested, the Consultant will attend and support the City with the negotiation sessions. The Consultant will provide technical support within the context of the City meetings/coordination.

C. Cost Model and GMP Review: The Consultant will coordinate with the CMAR and the City to provide input and information on equipment and other major capital cost items throughout the design phase and subsequent cost model updates (based on the 60% and 90% design submittals) developed by the CMAR.

D. Using the cost models and GMPs as the basis for the total construction costs, the Consultant will coordinate with the City regarding additional City administrative costs, engineering fees, construction administration, and inspection fees, and, if applicable, City contingency to develop a Total Project Cost Estimate (TPCE).

E. The Consultant will coordinate with the CMAR and the City to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" and/or low-bid strategies, and define the parameters associated with "best value" selection as applicable. Those items and design packages selected for early procurement shall also identify the acceptable manufacturers and associated bid documents requirements.

F. The Consultant will coordinate with the CMAR and City to develop up to three (3) packages of the applicable front-end documents, technical specification and supporting design drawings for early procurement of long-lead equipment items with the specific acceptable manufacturers; coordinate with the CMAR as part of the bidding process and prepare addendum; and assist the City and the CMAR with review of the supplier proposals and bid packages and the subsequent selection process.

G. It is understood that the CMAR shall be responsible for the packaging of front-end documents, technical specifications, and applicable design drawings developed by the

Consultant; submittal of packages to applicable manufacturers or vendors; coordination of vendor proposals; pre-selection of equipment and appurtenances; delivery of detailed design criteria and documents of selected equipment to the Consultant for further use and incorporation into detailed design documents; and coordination of delivery, storage, installation, startup, and payment of procured items.

H. General coordination with the CMAR during the pre-construction phase (Design Phase) shall include:

1. Coordination with the City regarding development of the CMAR construction and/or post-construction phase contract and applicable City front-end documents and the Consultant's Division 1 specifications.
2. Meeting with and soliciting input from the CMAR during design development on a bi-weekly basis throughout design.
3. Providing input into the construction management plan and schedule development.
4. Evaluating alternative systems and materials proposed or suggested by the CMAR.
5. Responding to constructability review comments.
6. Providing input to Maintenance of Plant Operations (MOPO) plan and schedule.
7. Attending subcontractor pre-selection meetings conducted by the CMAR as appropriate.

Should the City be unable or unwilling to accept the CMAR GMPs and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the CMAR delivery method will need to be updated under an amendment to this scope of services.

In addition, any additional services in support of the bidding activities, including the preparation of bid document sets, participating in a pre-bid conference, responding to bidder questions, preparing applicable addenda, attendance of the bid opening, assistance in evaluating bids, and participating in a pre-construction conference with the selected contractor, will be covered via an amendment to this Scope of Services.

Deliverables

1. Written comments on the draft CMAR Pre-Construction Phase Contract (MS Word file).
2. Written recommendations to City regarding opinion of GMPs acceptance (MS Word file).
3. Early procurement design document packages (up to 3 individual packages) (MS Word file).

Task 9 – Services During Construction (Office)

The Consultant will provide general Office Services During Construction (SDC)

A. Pre-Construction Conference: The Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.

B. Visits to Site and Observation of Construction: The Consultant will make site observations for up to eight (8) hours per week during seventy-two (72) weeks of active construction prepare for and attend up to one hundred forty-four (144) two (2) hour meetings. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, the Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep City informed of the general progress of the work.

C. The Consultant will not supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. The Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

D. Recommendations with Respect to Defective Work: The Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, the Consultant believes *that* such work will not produce a completed Project that generally conforms to the Contract Documents.

E. Clarifications and Interpretations: The Consultant will respond to reasonable and appropriate Contractor requests for *information* and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by the City.

F. Shop Drawings and Samples: The Consultant will review and approve or take other appropriate action in respect to *Shop* Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

G. Inspections and Tests: The Consultant may require special inspections or tests of Contractor's work as the Consultant deems appropriate and may receive and review certificates of inspections within the Consultant’s area of *responsibility* or of tests and approvals required by laws or the Contract Documents. The Consultant’s review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that

the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant will be entitled to rely on the results of such tests.

H. Applications for Payment: Based on its observations and on review of applications for payment and supporting documentation, the Consultant will determine amounts that the Consultant recommends Contractor be paid. Such *recommendations* will be based on the Consultant's knowledge, information, and belief, and will state whether in the Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, the Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. The Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

I. Substantial Completion: The Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with *the* exception of those identified on a final punch list. Attend up to forty (40) hours of equipment start-up testing and/or trouble shooting assistance.

J. Final Certifications: The Consultant will prepare the forms and compile the supporting documentation to request final certification for permits. The documents will be submitted for City review and signature prior to final submittal to regulatory agencies.

K. Preparation of Record Drawings: Based upon signed and sealed survey information provided by the Contractor, the *Consultant* will prepare electronic record drawings and submit two (2) sets of full-sized (24" x 36") record drawings to the City.

Task 10 - Services During Construction (Field)

A. This Task includes services by the Consultant to document that on-site construction activities are in general compliance with the construction contract documents, including permits. The level of effort for construction observation is assumed to be full-time forty (40) hour per week for a 72 week duration during EQ tank construction and consists of the following activities:

1. The Consultant will provide a Field Representative to perform inspections of the contractor's work to evaluate compliance with the drawings, specifications, and other construction contract provisions and to provide accurate records of the contractor's progress. This shall be documented through the completion of Daily Construction Reports with photographs of the work being performed. The Consultant will also document observed staffing and equipment on site and document observed weather

conditions. The Consultant will have no responsibility for any contractors means and methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices nor shall the Consultant have direct authority or responsibility to stop or direct the work of any contractor. The Consultant shall be on site during periods of significant progress, including mobilization and demobilization, EQ tank construction, and main piping connections.

2. The Consultant will prepare a report of any observed incidents of property damage whether on City owned or adjacent private properties. The Consultant shall provide said report detailing the incident and include information and photographs as soon as possible upon discovery of the incident.
3. The Consultant shall notify the City Project Manager (PM) if any observed contractor activities create safety concerns. The Consultant will report any safety issues to the City Project Manager immediately upon discovery or notification received.
4. The Consultant's Field Representative shall communicate, as soon as possible, upon witness of any construction deficiency. Upon discovery, deficiencies will immediately be brought to the attention of the City PM with follow up emails sent to the Consultant's PM and appropriate City staff describing the observed deficiency.

Services not included

1. Collections System Action Plan.
2. Power Outage Contingency Plan.
3. Capacity Analysis Report.
4. Operation and Maintenance Performance Report.

ATTACHMENT 2: FEE SCHEDULE

TASK	DESCRIPTION	FEE
1	PROJECT MANAGEMENT (LS)	$87,360
2	30% DESIGN (LS)	$150,750
3	60% DESIGN PHASE (LS)	$100,225
4	90% DESIGN PHASE (LS)	$72,850
5	FINAL DESIGN PHASE (LS)	$52,825
6	PERMITTING SERVICES (LS)	$39,550
7	FIELD SERVICES (LS)	$54,250
8	CMAR SUPPORT SERVICES (LS)	$43,800
9	SERVICES DURING CONSTRUCTION (OFFICE) (T & M, NTE)	TBD
10	SERVICES DURING CONSTRUCTION (FIELD) (T & M, NTE)	TBD
	TOTAL NTE PROJECT FEE	**$601,610**

ATTACHMENT 3: SCHEDULE

This schedule is based on several Tasks being performed concurrently and assumes a two (2) week review by the City for each submittal. The start date will be the date of the authorization of the Agreement by the City. This Agreement will remain in effect through the completion and acceptance of the Project by the City. An MS Project Schedule will be submitted to the City within ten (10) days of the Project kickoff meeting.

DESCRIPTION	**COMPLETION WEEKS FOLLOWING NTP**
30% Design Submittal	8
City/CMAR Review	10
Submit FDEP Permit Application	10
60% Design Submittal	18
City/CMAR Review	20
90% Design Submittal	26
City/CMAR Review	28
Final Submittal for Construction	32

ATTACHMENT 2 - HOURLY FEE SCHEDULE

Project Name: COB WRF EQ Tank
Project Number:
Date Prepared: 11/3/2025
Estimated By: Jeff Goodwin

Task # / Subtask ID Number	Task Name / Subtask Name/Description	Chief Engineer $375	Senior Project Manager $335	Senior Project Engineer $320	Professional Engineer II $240	Professional Engineer I $190	Designer $150	Analyst II $150	Analyst I $125	Clerical $100	Labor Total	Other Direct Cost	Subcons Cost		Total Fee
TASK 1	**Project Management, Coordination, Meetings**														
	Meetings	6	32	16		16				32	$ 24,330				$ 24,330
	Coordination	6	100	16		64				100	$ 63,030				$ 63,030
TASK 2	**30% Design Phase**										$ -				$ -
	Data Collection/Site Visits		20		40	60		40			$ 33,700				$ 33,700
	Hydraulic Model		20	5		60		20			$ 22,700				$ 22,700
	Drawings	5	10	20	80	160	160	40	25		$ 94,350				$ 94,350
TASK 3	**60% Design Phase**	5	10	20	100	140	160	60	40		$ 100,225				$ 100,225.00
		5									$ 1,875				$ 1,875
TASK 4	**90% Design Phase**	5	10	20	40	100	120	60	30		$ 70,975				$ 70,975
											$ -				$ -
											$ -				$ -
TASK 5	**Final Design Phase**	5	10	20	20	60	120	30	20		$ 52,825				$ 52,825
											$ -				
TASK 6	**Permitting Services**										$ -				$ -
	FDEP Major Facility Modification		15	10		20		30	10	20	$ 19,775				$ 19,775
	FDEP Environmental Resource Permit		15	10		20		30	10	20	$ 19,775				$ 19,775
											$ -				$ -
											$ -				$ -
											$ -				$ -
TASK 7	**Field Services**										$ -				$ -
	Boundary and Topographic Survey Services	5	20	10		15					$ 14,625		$ 18,000		$ 32,625
											$ -				$ -
	Geotechnical Services	5	20	10		15					$ 14,625		$ 7,000		$ 21,625
											$ -				$ -
											$ -				$ -
TASK 8	**CMAR Support Services**										$ -				$ -
			80	20		40	20				$ 43,800				$ 43,800
TASK 9	**Services During Construction (Office)**										$ -				$ -
	Meetings										$ -				$ -
	Site Visits										$ -				$ -
											$ -				$ -
TASK 10	**Services During Construction (Field)**										$ -				$ -
	Site Visits										$ -				$ -
											$ -				$ -
											$ -				$ -
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											$ -				$ -
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											$ -				$ -
											$ -				$ -
	Subtotal (Hours)	47	362	177	280	770	580	310	135	140					
	Subtotal (Dollars)	$17,625	$121,270	$56,640	$67,200	$146,300	$87,000	$46,500		$14,000		$ -	$ 25,000	$ -	
										Project Total	**$ 576,610.00**	**$ -**	**$ 25,000.00**	**$ -**	
															$ 601,610.00

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

October 27, 2025
Revised October 30, 2025
Proposal File No. 25-55-329

Kimley-Horn
1800 Second Street, Suite 900
Sarasota, Florida 34236

Attention: Mr. Jeff Goodwin

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Proposed Equalization Tank
City of Bradenton WRF
Manatee County, Florida

Dear Mr. Goodwin:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on preliminary information supplied by you, the proposed development includes the following:

- One 3 MG Equalization Tank
- One EQ Pump Station

Grading plans are not complete at this time, therefore, we have assumed that approximately 0 to 2 feet of fill is required to raise the structure areas to final elevation(s). Loading conditions and dimensions based on the preliminary site plan provided for the various structures are assumed to be as follows:

Structure	Approx. Dimensions (feet)	Assumed Loads	
		Walls (klf)	Floor (psf)
3 MG Equalization Tank	250 (diameter)	3 – 4	750
EQ Pump Station	30 x 30	3 – 4	500

The scope of our work will include determining if the bearing capacity and other soil characteristics are suitable to construct the proposed structures.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

As requested, the field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
3 MG Equalization Tank	3 SPT	1 @ 40, 2 @ 30
EQ Pump Station	1 SPT	30

The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a 4-inch diameter truck-mounted continuous flight auger. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits and organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and foundation support. For our analysis, we will require specific loading conditions for the structures.

Our recommendations for the structures, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks are estimated as shown on the attached cost breakdown. The costs are not to exceed **$7,000.00** without prior authorization.

TERMS AND CONDITIONS

This proposal is subject to the following: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) the structures can be supported on conventional shallow

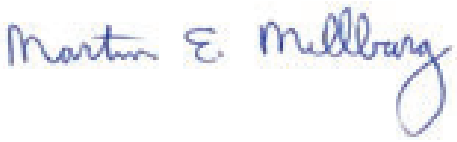
spread footings; if deep foundations (e.g., piles) are necessary, additional exploration and engineering evaluation may be required, (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call and/or plant personnel; their locations are to be provided by the client prior to commencement of the field work, (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (7) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, (8) maintenance of traffic is not required to perform the field work, and (9) permits are not required to work on the subject site.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please provide authorization to proceed. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.





Ethan H. Drew, P.E.
Branch Manager

Martin E. Millburg, P.E.
Senior Engineer

EHD/MEM
25-329 Kimley Horn - City of Bradenton WRF, Equilization Tank.docx (2025PP)

Ardaman & Associates, Inc.

Geotechnical, Environmental and Materials Consultants

Proposal No. 25-329 Date 10/30/25

Project Name City of Bradenton EQ Tank

Client Kimley-Horn

	Quantity	Unit	Rate	Total Cost
FIELD EXPLORATION				
Stake Borings & Coordinate Utility Locates with Sunshine State				
One-Call by Assistant Project Engineer	6	Hour	$135.00	$810.00
Mobilize Drilling Crew & Equipment	1	Each	$600.00	$600.00
SPT Borings; 3 @ 30 LF, 1 @ 40 LF				
From surface to 25 feet	100	LF	$18.00	$1,800.00
From 25 feet to 50 feet	30	LF	$20.00	$600.00
From 50 feet to 75 feet		LF	$21.00	$0.00
Furnish, Install, and Remove Temporary Casing; estimate	30	LF	$8.00	$240.00
Bore Hole Grouting and Sealing	130	LF	$4.00	$520.00
Difficult Access, Hole Location, and Set-up	1	Crew-Hour	$200.00	$200.00
			Field Exploration Subtotal =	$4,770.00
LABORATORY TESTING				
Laboratory Testing Allowance	1	Estimate	$200.00	$200.00
Moisture Content		Test	$20.00	$0.00
Organic Content		Test	$40.00	$0.00
Percent Fines		Test	$36.00	$0.00
Sieve Analysis		Test	$60.00	$0.00
Atterberg Limits		Set	$119.00	$0.00
			Laboratory Testing Subtotal =	$200.00
ENGINEERING ANALYSIS AND REPORT				
Senior Consultant	1	Hour	$234.00	$234.00
Senior Project Engineer	2	Hour	$165.00	$330.00
Project Engineer		Hour	$145.00	$0.00
Assistant Project Engineer	8	Hour	$135.00	$1,080.00
Staff Engineer		Hour	$110.00	$0.00
Technical Draftsman/CADD Operator	4	Hour	$65.00	$260.00
Technical Secretary	2	Hour	$63.00	$126.00
			Engineering Analysis and Report Subtotal =	$2,030.00

TOTAL COST ESTIMATE **$7,000.00**

SUB-CONSULTANT USAGE LIST

Work Assignment No. 2026-01

Agreement No. RFP-22-029TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Geotechnical Engineering	Ardaman & Associates, Inc.	3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619		1%
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				1%

AGENDA ITEM NO. 6.ad

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 12, 2025
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Work Assignment for the Water Reclamation Facility (WRF) Reject Water Storage and Pumping Facilities Design Scope
SUGGESTED ACTION:	Council approval of the work assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

As part of the City's Face It and Fix It campaign, Public Works staff identified the need for additional hydraulic capacity at the WRF. The reject tank is part of the plan to provide a location to hold the water until space becomes available in the treatment train to fully treat the water.

The scope of services includes engineering design, production of construction drawings and technical specification specifications, permitting with the Florida Department of Environmental Protection, coordination with the Construction Manager at Risk (CMAR), and construction engineering & inspection (CEI) services for the Reject Tank project at the WRF. The project will construct a ground storage tank, pumping station, yard piping, and controls package at the WRF to store off-spec water during process upsets until treatment process capacity is available to reprocess the water.

FINANCIAL IMPACT:

The design and permitting for the project are being completed funded through a FY2026 Legislative Appropriation. The funds were approved and will be encumbered in GL account 40859000-563000-26534.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Council approval of the work assignment and authorization for the Mayor to sign on behalf of the City.

ATTACHMENTS:
Proposed Subconsultants for Preliminary Engineering Phase of Work
Direct Select Form, Work Assignment, and Proposal from Jones Edmunds

Vendor Name: Jones Edmunds & Associates Inc.
Work Assignment Title: WRF Reject Water Storage and Pumping Facilities

Proposed Subconsultants for Preliminary Engineering Phase of Work

Firm Name	Firm Address & Phone Number	Purpose of Work	Estimated Fee
Hyatt Survey Services	2012 Lena Road, Bradenton, Fl 34211 (941) 748 - 4693	Site Survey for WRF Site and Area for Reject Water Storage Tank and Associated Pump Stations and Forcemains	$30,000
Ardaman & Associates, Inc.	1724 Barber Road, Sarasota, Fl. 34240; (941) 922- 3526	Geotechnical Services for Reject Water Storage Tank and Forcemains	$35,000
Echo UES, Inc.	4803 George Road, Suite 350 Tampa, Florida 33634	Subsurface Utility Locates/Potholing	$25,000

Thomas W Friedrich
2025.11.04
16:39:47-05'00'

Direct Select Form

Request Date	Contract No.	Cost Estimate
10/31/2025	RFP 22-029TWS	$749,000.00

Requested By:	Division / Department:
Brian Norman	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback

Library Category:	Vendor Name:
Water & Wastewater Design	Jones Edmunds & Associates, Inc.

Work Assignment Title: WRF Reject Water Storage and Pumping Facilities

Description of Requested Services:

The scope of services includes engineering design, production of construction drawings and technical specification specifications, permitting with the Florida Department of Environmental Protection, coordination with the Construction Manager at Risk (CMAR), and construction engineering & inspection (CEI) services for the Reject Tank project at the City's Water Reclamation Facility (WRF). The project will construct a ground storage tank, pumping station, yard piping, and controls package at the WRF to store off-spec water during process upsets until treatment process capacity is available to reprocess the water.

Justification: (*Select all that apply and explain below*)	
	☑ Past experience with project
	☐ Continuation of previous work assignment
	☑ Unique qualifications
	☐ Other

Comments / Explanation of Direct Select:

Continuing services contract. Jones Edmunds has previously served as engineer of record for many of the major expansion projects at the WRF and has extensive knowledge of the City's treatment process and facilities. They have sufficient experienced staff and all resources necessary to complete the project efficiently and effectively.

Requestor: Brian R. Norman, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.11.03 12:34:42 -05'00'	**Date:** 11/3/25
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.11.03 12:34:42 -05'00'	**Date:** 11-03-25
Purchasing Manager: Erin Jones	**Signature:**	**Date:**

CONTRACT RFP 22-029TWS
BETWEEN
Jones Edmunds & Associates, Inc.
And
CITY OF BRADENTON ASSIGNMENT NO. 2026-01
WORK ASSIGNMENT TITLE: WRF Reject Water Storage and Pumping Facilities

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. PROJECT BUDGET

Pre-Construction Contract Proposed Price: $ 7 4 9 , 0 0 0 . 0 0

Contractor's PROJECT MANAGER:
NAME: Thomas W. Friedrich, P.E. TITLE: Senior Consultant / Vice President

EMAIL: tfriedrich@jonesedmunds.com PHONE: 813.263.2204

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941.245.1686

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT
MANAGER: Thomas W. Friedrich, P.E.
(PRINT NAME)
Thomas W Friedrich
2025.11.03 11:53:53-05'00'
SIGNATURE:_____ Date_____

CITY PROJECT
MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
Brian Norman Digitally signed by Brian Norman Date: 2025.11.03 11:26:12 -05'00'
SIGNATURE:_____ Date_____

CITY MAYOR:
_____
(PRINT NAME)

SIGNATURE:_____ Date_____

October 24, 2025

Brian R. Norman, PE
Environmental Compliance Engineer
City of Bradenton Public Works and Utilities
888 13th Avenue East
Bradenton, Florida 34208

RE: City of Bradenton Wastewater Treatment Facility (WWTF)
Task Order – Reject Water Storage and Pumping Facilities
Jones Edmunds Opportunity No.: 95310-226-25

Dear Mr. Norman:

Jones Edmunds is pleased to provide the City of Bradenton (COB) with this proposal for development of the reject water (RW) storage and pumping facilities at the City of Bradenton WWTF. This Scope of Services includes preliminary engineering services, 30% design services, permitting services, a 60% design submittal to the COB and the Construction Manager at Risk (CMAR) to review and develop value engineering (VE) ideas, review meetings to discuss VE ideas, and select preferred VE ideas and development of revised drawings and specifications to allow the CMAR to develop the Guaranteed Maximum Price (GMP) for proposed COB RW Storage Project. Following acceptable GMP negotiation with the CMAR, the Jones Edmunds team will produce GMP 100% drawings for Construction.

PROJECT BACKGROUND

The goal of the COB RW Storage and Pumping Facilities Project is to provide off-line RW storage from the effluent denitrification (Denite) filters during process upsets and/or wet-weather flows that overload filter capacity. The COB WWTF was designed and constructed to provide public-access reuse (PAR) quality effluent. The City is finalizing projects to meet the Senate Bill 64 requirements to eliminate surface water discharges from their outfall by October 2031 and to maintain compliance with a Florida Department of Environmental Protection (FDEP) Consent Order.

The reclaimed water produced from COB WWTF currently meets the FDEP regulatory requirements for unrestricted public-access reuse during dry weather operation. During extended wet weather periods and/or tropical storm events, the sewer collection system is impacted by high groundwater (infiltration) and flooded streets and low-lying areas (inflow), which increases the maximum day and peak-hour flows into the WWTF and overwhelms hydraulically designed structures (i.e., headworks screens, Denite filters, final clarifiers). The

COB desires to have a facility for RW storage resulting during Denite filters upset to prevent discharge of RW to surface waters and/or PAR customers.

The existing filter lift stations No. 1 and No. 2 that pump final clarifier effluent to the Denite filters can be easily modified with automated valving to pump RW to a force main that will fill the RW storage tank (optimum tank size and layout to be determined during 30% design). The RW storage facilities will include RW return pump station and force mains to return the RW to the secondary treatment train (oxidation ditch) along with associated electrical, instrumentation, and SCADA required to operate and control the RW storage and pumping facilities.

SCOPE OF SERVICES

This Scope of Services is to assist the COB with preparing the design and permitting documents and serve the COB through the CMAR selection, VE, and GMP phases to permit and construct the RW storage and pumping facilities at the COB WWTF.

This Scope of Services includes the following: Project Management; Preliminary Design and 30% Submittal Services; Preliminary Engineering consisting of geotechnical investigation, site survey, and subsurface utility engineering (SUE); Permitting Services; CMAR 60% Submittal & Value Engineering Design Updates; Final Documents for Construction and GMP from the CMAR for the RW Storage Facilities.

Construction-phase services will include construction administration including process and approve shop drawing submittals, requests for information (RFIs), pending change modifications (PCMs) , CMAR requests to use Owner's contingency, monthly payment application review and approval, equipment checkout, startup/ operational readiness tests, and performance acceptance tests. Coordinate and witness Manufacturer's training and maintenance of each equipment item. Conduct walk-thru with CMAR/Owner for project substantial and final completion and develop punchlist of work to completed by CMAR. Project

Task 1 –Project Management and Preliminary Design Services

1.1 Project Management

Jones Edmunds will provide project management throughout the duration of this project, which will include establishing project financial files and preparing a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the COB's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

1.2 Project Kickoff Meeting

Jones Edmunds will lead a project kickoff meeting with COB representatives. During the kickoff meeting, the following will be discussed:

- Project purpose and objectives.

- Project schedule.
- Project team roles and responsibilities.
- Critical success factors and the COB's vision for the project.
- Project data needs. Before the kickoff meeting, Jones Edmunds will provide the COB with a list of data needs.
- Appropriate contact people for each information need and overall communication plan.
- WWTF site layout and proposed storage and pumping operations discussion.
- RW and return RW force main routes within the existing WWTF.
- COB equipment preferences.

Deliverables:

- List of data needs and COB equipment preferences.
- Meeting minutes summarizing the kickoff meeting.

1.3 Preliminary Engineering

The preliminary design of the RW storage and pumping facilities include:

- Modifications to develop a diversion pumping system prior to Denite Filters by using the existing filter feed pumps and modifying discharge piping with automated valves controlled by SCADA with manual override to pump secondary settled effluent to the RW Storage Tank.
- Modifications to develop a diversion pump station using the reclaim water high-service pumps and pump reclaim water from the Reuse Basin to the RW Storage Tank.
- Additional Yard piping and force mains from the Denite filter and the Reuse Basin to the RW storage tank. The RW Storage Tank will be a prestressed concrete Ground Storage Tank (GST) with a dome for temporary storage of reject water.
- The most economical size for prestressed GST to maintain the side water depth (SWD) below 40-feet. With a maximum SWD of 40 feet or less, the COB can select a RW tank size with a storage volumes from 3.0 MG up to 7.5 MG, which correspond to tank diameters of 115 feet to 185 feet, respectfully, which will fit into the proposed WWTF site area. This type of storage for this volume of RW storage is much more efficient for this site and has the following advantages: small footprint, the COB can maintain a buffer from south WWTF property boundary and mitigate impacts to residents, odor and vector complaints will be mitigated with a covered tank, and the tank can be designed with pulsed mixing to keep solids suspended and allow complete draining of the tank by a sloped bottom with a center bottom drain.
- An RW return pump station (R-PS) with adjustable-speed vertical turbine pumps, ductile iron suction and suction and discharge piping, isolation and check valves, flow meter, and associated structural supports and instrumentation to return flow to secondary treatment (head end of oxidation ditch or discharge end of oxidation ditch) of the WWTF.
- Site grading, drainage, and access road to the high-service pump station (HSPS) and RW Storage GST.
- Electrical power equipment and variable-frequency drives (VFDs) within the existing and/or new electrical buildings, along with site lighting, power, ducts, switches, and panels.

- Instrumentation and controls for the RW tank, Reuse tank, RW-PS, and R-PS to connect to the facility with the COB WWTF SCADA system.
- The RW GST, RW return pump station, and electrical buildings at the WWTF site will include driveway access, minor site grading, and lighting to maintain and operate the facility.

1.4 Field Reconnaissance

The design team will conduct field reconnaissance meetings with City staff to review and discuss reject locations and automated valves for existing reject pump stations that will pump to the RW storage tank, and RW return pump station locations, yard piping and force main routing, and areas that need further subsurface evaluation to locate existing structures, yard piping, electrical ductbanks or other buried utilities.

1.5 Preliminary Engineering Report

Jones Edmunds will prepare a Preliminary Engineering Report (PER) that will establish the requirements and elements to be included in the final design. The PER will include the following:

- Overview of existing and future RW events and flow volumes.
- Results of hydraulic modeling and recommended sizing and operational pressures for the pump stations and force main for the proposed RW transmission system to and from the GST.
- A summary of local building setback requirements, building height restrictions, and noise restrictions for the proposed facilities.
- Selection and sizing for proposed RW pumps, piping, valves, etc. to be constructed at COB WWTF.
- Narratives of the proposed modes of operations.
- Piping and instrumentation diagrams (P&IDs) for the filter feed pump and reclaim water automated valve diversion structures to the RW GST.
- Evaluation of the proposed RW force mains and yard piping route from the RW GST back to secondary treatment delivery points in the COB WWTF
- An Engineer's Opinion of Probable Construction Cost (EOPCC). The EOPCC accuracy range will be Level 4 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Level 1 being the highest level of definition and Level 5 being the lowest level of definition.

Jones Edmunds will prepare a Draft PER that summarizes the key RW storage facility and pump station items noted above. A Final PER will be provided after incorporating comments from the COB and submitted with the FDEP Permit Package.

Deliverables:

- One PDF Copy and electronic submittal of the draft and final PDR will be submitted to the City for review, comments, and approval.

1.6 30% Design Drawings

Jones Edmunds will develop 30% Construction Drawings that will consist of General, Civil, Structural, Mechanical, Electrical, Instrumentation and Control drawings. The Drawings will use Jones Edmunds' standards with COB Standards Details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate.

The 30% Design Drawing Submittal will include a partial set of drawings consisting of plan and section views of proposed RW storage tank, yard piping and transmission mains, site plans, and RW return pump station facilities.

Jones Edmunds will participate in a review with the COB to discuss and obtain the COB's comments. Changes agreed to at the meeting will be incorporated into the 60% Design Submittal.

Deliverables:

- Draft 30% Drawings.
- Meeting Minutes from 30% review meeting.

Task 2 – Preliminary Engineering: Field Data Collection

2.1 Geotechnical Services

Jones Edmunds will retain a geotechnical subconsultant to perform the subsurface investigation for the project. The geotechnical investigation is expected to include the following:

- Ground penetrating radar of the southeast area and south area of the WWTF site proposed for the RW Storage Tanks to evaluate the following: potential existence of old buried portions of the original WWTF tanks, building foundations and large diameter piping, and any karst/sinkhole features. This evaluation will assist with determining the location of the reject storage GST, RW pumping station, and electrical building facilities.
- Three 80-foot-deep standard penetration tests (SPTs) under the proposed location for the GST.
- Three 25-foot-deep SPTs under the proposed PS structure and electrical buildings.
- Two 15-foot-deep auger borings for the yard piping to and from the GST.

Deliverables:

- One paper copy and one electronic PDF copy of the geotechnical report with recommendations for structure foundation designs for the RW storage tank, return RW pump station, and electrical buildings.

2.2 Site Topographic and Limited Structure Survey Services

Jones Edmunds will retain the services of a Hyatt Survey to perform the following WWTF site survey: in south site area proposed for the RW GST, at the Denite filters for locating the proposed RW pump station, and along the proposed yard piping (transfer force main) routes. Jones Edmunds recommends that Hyatt Survey perform a topographic, structure and boundary survey of the entire WWTF site, including the area directly to the west proposed for the future

tank since the cost of surveying is the mobilization to the site. With the survey technology in use today, the entire site with new structures constructed or in construction can be recorded and included in the final WWTF site survey and the COC can use this for future projects.

Deliverables:

- One paper copy and one electronic PDF copy of the site topographic, structure critical elevations and boundary survey will be provided to the City.

2.3 Subsurface Utility Locates

Jones Edmunds will retain the services of a subsurface utility locate firm to locate buried infrastructure including yard piping, electrical duct banks, abandoned structures, etc. that will interfere with the construction of the proposed facilities.

Deliverables:

- One paper copy and one electronic PDF copy of the requested buried utility locates.

Task 3 – Permits and Related Services

Jones Edmunds will provide the permitting services described below.

FDEP Wastewater Facility Permit Application

This project will require a substantial modification to the existing WWTF wastewater facility permit issued by FDEP. Jones Edmunds will perform the following services:

- Prepare Wastewater Facility Application Forms:
  - Wastewater Facility or Activity Permit Application Form 1 [62-620.910(1), FAC]
  - Wastewater Application Form 2A [62-620.910(2), FAC]
- Prepare Reuse System Preliminary Engineering Report (PER):
  - PER meeting requirements of Section 62-610.310, FAC.
- Update the City Reuse System Operational Protocols:
  - Update the City's existing operational protocols and procedures for the WWTF.
- Provide PER and permit applications to the County for review, approval, and signatures before submittal to FDEP.
- Respond to up to two FDEP Requests for Additional Information (RAIs).

Deliverables:

- The FDEP permit application package with cover letter to FDEP after the COB's approval of the 90% Submittal.

Environmental Resource Permit (ERP)

This project may require a modification to the existing stormwater permit for the WWTF. Jones Edmunds will perform the following permitting services for the ERP for the WWTF:

- Calculate pre- and post-development stormwater runoff for the proposed improvements and design appropriate stormwater conveyance attenuation systems. Document environmental issues related to the ERPs.
- Preparing the permit application and report for the proposed modifications. The application will be reviewed by FDEP.

COB Building Department Review

This project will require a City Building Permit for the new RW Storage and Pumping Facilities to be constructed at the City's WWTF.

Jones Edmunds will provide the following services:

- Attend a pre-application meeting with the COB's Building Division after the COB's approval of the 100% GMP Design.
- Incorporate Building Division comments into the Final Design Submittal.

Submittal of the Building Permit is to be completed by the CMAR during construction.

Deliverables:

- One hard copy and one electronic PDF copy of each draft permit application to the COB for review.
- The final permit applications will require COB signatures. Jones Edmunds will collect the signed permit applications from the COB and submit to the regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the COB.

Task 4 – CMAR 60% Design Services, VE, GMP Development, and 100% Design GMP Submittal

The 60% Design Submittal package will be submitted to the COB for review and comment and will include:

- Design Drawings – This will be a complete set of drawings including general sheets; civil plan and profile drawings; structural, mechanical, electrical, and instrumentation and controls plans, sections, and details; and stormwater pollution prevention plans.
- Technical Specifications – Complete set of CSI Technical Specification sections for all project components.
- EOPCC –Level 1 per AACE 8R-97.

Jones Edmunds will participate in a review meeting with the COB to discuss and obtain the COB's comments. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

Deliverables:

- Electronic PDF copies of the 90% Drawings, Technical Specifications, and EOPCC to the County.

- Hardcopies of the permit application packages for signature by the COB (Jones Edmunds will then coordinate submittal to the appropriate permitting agency).
- Electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

Final Design Submittal

After the 90% Design review meeting, Jones Edmunds will incorporate the COB's review comments into the design and issue the Final Submittal. At this stage, we will also work with COB Procurement staff to finalize the COB's front-end construction contract documents. The Final Design Submittal package submitted to the COB will include:

- Final Drawings, Technical Specifications, and final EOPCC.

Deliverables:

- Two paper copies and one electronic copy (PDF and/or CAD format) of the items indicated above to the COB for the Final Design Submittal. One drawing set will be half size (11-x-17-inch) and one drawing set will be full size (22-x-34-inch), both signed and sealed.

Task 5 – Construction Administration Services

Construction administration (CA) is assumed to occur over a 9-month period, with 6-months to construct the GSTs, yard piping, forcemains and pump stations, and 3-months of pump station electrical/I&C and testing. CA will include process and approve shop drawing and O&M Manual submittals, requests for information (RFIs), pending change modifications (PCMs), CMAR requests to use Owner's contingency, monthly progress review meetings, meeting minutes, monthly payment application review and approval, equipment checkout, startup/ operational readiness tests, and performance acceptance tests. Coordinate and witness Manufacturer's training and Maintenance Review Training of each equipment item. Conduct walk-thru with CMAR/Owner for project substantial and final completion and develop punchlist of work to completed by CMAR. Submit FDEP Notice of Construction Completion and FDEP Form Notice of Availability of Record Drawings and Updated Plant O&M Manual for these new facilities. Submit Plant Record Drawings for new facilities.

Deliverables:

- Meeting minutes, monthly payment applications, executed shop drawings, final O&M manuals, and related construction documentation and FDEP close out forms. Updated amendment to Plant O&M Manual for these new facilities.
- Electronic copy (PDF and/or CAD format) of Record Drawings indicated above to the COB. One drawing set will be half size (11-x-17-inch) and one drawing set will be full size (22-x-34-inch), both signed and sealed.
- Electronic copy (PDD) of all other construction documentation.

SCHEDULE

Jones Edmunds will begin work on this project on receipt of a purchase order and Notice to Proceed (NTP) from the COB. The schedule for this project will be based on a mutual agreement

between the COB and Jones Edmunds. The project task schedules are estimated to be completed as follows:

Task	Calendar Days from NTP (Approximate)
▪ Kickoff Meeting/Site Reconnaissance/Date Gathering	21
▪ Preliminary Eng: Topographic & Site Survey	45
▪ RW Tank Location/Hydraulic Modeling/Pump & FM Sizing	90
▪ Preliminary Design Report / 30% Drawings	110
▪ Preliminary Eng: Geotechnical Investigation & Final Report	120
▪ Permit Submittals- FDEP, ERP	120
▪ 60% Design Submittal to CMAR	135
▪ Value Engineering (VE) Review Meeting with Owner & CMAR	160
▪ Design Updates to Address Owner Accepted VE Items	205
▪ CMAR GMP Review Meeting with Owner and Engineer	235
▪ 100% GMP Drawings and Specifications to CMAR & Owner	265
▪ Construction Administration and Project Closeout	274

COMPENSATION

Jones Edmunds proposes to perform the Scope of Services as described herein for the lump-sum fee amounts listed below. Jones Edmunds will invoice the City monthly on a percent complete basis.

Task Item	Total Cost
Task 1 – Project Management and Preliminary Design Services	$115,000
Task 2 – Preliminary Engineering: Field Data Collection	$123,000
Task 3 – Permitting and Related Services	$ 69,000
Task 4 – CMAR 60% Design Services., VE, GMP Development, and 100% Design GMP Submittal	$267,000
Task 5 – Construction Administration Services (9-months)	$175,000
Total Fee (All Tasks)	**$749,000**

PROPOSAL CLARIFICATIONS AND EXCLUSIONS

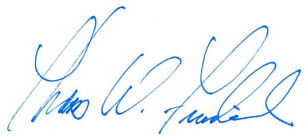
The following are clarifications, exclusions or conditions to this Scope of Services and may be provided by Jones Edmunds with written authorization via a contract amendment.

- No permitting services other than those described herein are included in this Scope of Services.
- Any upgrades to the existing WWTF other than those specifically required by the needs of this project are excluded.
- Wetlands, environmental site assessment, species, and habitat, archaeological, or historical investigations, and tree removal are not expected to be necessary and are excluded.

- Aside from restoration and grassing of disturbed areas, landscape and irrigation are excluded.
- Schedule impacts due to permitting application reviews may occur and are beyond our control.
- The project site is assumed to be free of soil and groundwater contamination. A contamination study or remediation planning are excluded.
- Hazardous materials (asbestos, metals, PCBs, etc.) investigation, testing, analysis, and abatement design are excluded.

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the COB, and we look forward to working with the COB on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact us at (813) 263-2204.

Sincerely,



Thomas W. Friedrich
Senior Consultant/VP tfriedrich@jonesedmunds.com
324 S. Hyde Park Ave, Suite 250
Tampa, FL 33606

AGENDA ITEM NO. 6.ae

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Addendum No. 1 to Agreement for Construction Management at Risk (CMAR) Continuing Services with Halfacre Construction Company

SUGGESTED ACTION: Approval for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Continuing Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Lift Station 03 Expansion (as further defined in the Agreement, the "Project'').

WHEREAS, the Construction Manager and Owner have not yet agreed upon a Guaranteed Maximum Price (GMP) encompassing all costs under the Agreement; however, due to lengthy lead times for certain materials required for the Project, the Construction Manager and Owner have agreed upon a partial GMP for certain materials as described in Exhibit A to the Addendum.

FINANCIAL IMPACT:
GL Account: 40859000-563000-24523.

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

SUGGESTED MOTION:
Motion to approve Addendum No.1 to Agreement for Construction Management at Risk Continuing Services with Halfacre Construction Company.

ATTACHMENTS:
Addendum No.1 to Agreement for CMAR Continuing Services with Halfacre Construction Company

ADDENDUM NO. 1
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES

THIS ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES ("Addendum"') is made and entered into this 12th day of November, 2025, by and between the City of Bradenton, referred to herein as "Owner," and Halfacre Construction Company, registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Continuing Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Lift Station 03 Expansion (as further defined in the Agreement, the "Project"); and

WHEREAS, pursuant to Section 255.103(4), Florida Statutes (2023), the Agreement provides that the total cost of the Project shall not exceed $4,000,000; and

WHEREAS, subsequent to the execution of the Agreement, the Legislature amended Section 255.103(4), Florida Statutes, to increase the permitted not-to-exceed amount for continuing construction contracts, such as the Agreement, to $7,500,000; and

WHEREAS, the Owner and Construction Manager desire to increase the not-to-exceed amount set forth in the Agreement to $7,500,000 in conformance with Section 255.103(4), Florida Statutes (2025); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Construction Manager and Owner have not yet agreed upon a GMP encompassing all costs under the Agreement; however, due to lengthy lead times for certain materials required for the Project, the Construction Manager and Owner have agreed upon a partial GMP for certain materials as described in Exhibit "A" to this Addendum (the "Materials"), in the amount of $574,749.51.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

l. Total Costs. Pursuant to 255.103(4), Florida Statutes (2025), the total cost of the Project, inclusive of the partial GMP described herein, shall not exceed $7,500,000.

2. Establishment of GMP. Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a partial GMP for the Materials as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

3. GMP: Contract Documents. The Construction Manager's Partial GMP for the Materials described in Exhibit "A", which is attached hereto and incorporated herein by reference, is a total of Five Hundred Seventy-Four Thousand Seven Hundred Forty-Nine Dollars and Fifty-One Cents ($574,749.51).

4. Effect of GMP. This Addendum shall constitute a Partial GMP Addendum and shall supplement and amend the Agreement such that all references to the GMP shall be construed to include the Partial GMP set forth herein, as such Partial GMP may be adjusted pursuant to the terms of the Agreement. Pursuant to the terms of the Agreement, an agreed upon GMP for the remaining Project costs will be provided in a subsequent Addendum.

5. Affirmation. All terms of the Agreement, as supplemented or amended herein, shall remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

HALFACRE CONSTRUCTION COMPANY:

Signature: _____

Name: John J. Cox, III

Title: President

5363195v1

Halfacre Construction Company
Pre-Construction Services for
City of Bradenton - LS #03

GMP1 - PRECONSTRUCTION - PROCUREMENT					
Item	Item Description	Esitmated Quantity	Unit	Unit Price	Total Price
1	PUMP PACKAGE (INCLUDES CONTROL PANEL)	1	LS	$129,292.33	$129,292.33
2	AIS VALVE PACKAGE	1	LS	$8,692.19	$8,692.19
3	GENERATOR PACKAGE	1	LS	$133,505.56	$133,505.56
4	ARMOROCK MANHOLE PACKAGE	1	LS	$275,890.41	$275,890.41
					$547,380.49
Halfacre Construction CMAR Fee				5%	$ 27,369.02
Pre-Const Procurement					**$ 574,749.51**

QUOTATION NUMBER
1037871

Page 1 of 1

BARNEY'S PUMPS INC.

P.O. Box 3529 Lakeland, FL 33802-3529
2965 Barney's Pumps Place Lakeland, FL 33812
Phone (863) 665-8500
Fax (863) 666-3858

DATE: October 14th, 2025

TO: **City Of Bradenton**

FOR SHIPMENT TO: LS # 3 Bradenton, Florida

Delivery	Via	From	F.O.B.	Terms
18-20 Weeks	Best Way	Lakeland	Freight Allowed	TBD

ITEM	QTY	DESCRIPTION	
		Design: 450 GPM @ 30' TDH, 230 Volt, 3-Phase Power	
	2	Model S4LP750M3/4-8 Hydromatic Pumps, 50' cords, 4" discharge, 7.5 hp, 870 rpm, 230 volt, 3-phase motors.	
	1	Duplex Guide Rail System to Include: (2) Base elbows, 4", BPIU-2016-50-SS (2) Pump discharge flanges, BPIUG-24 (2) 316 Stainless steel lifting chains, 3/8" x 22' (2) 316 Stainless steel guide rail brackets, BPIU-34B (2) 316 Stainless steel lifting bails, HPC (1) 316 Stainless steel cable holder, A845 (4) 316 Stainless steel guide rails, 2" x 20'	
	1	36" x 60" Aluminum wet well cover	
	1	City of Bradenton Duplex control panel with SciText Controller, NEMA 4X stainless steel enclosure, electrical junction box stainless steel enclosure.	
	4	Model S50NO level controls, 50' each	
		Total:	$105,073.00
		Proposal includes (1) day start-up service, does not include taxes, installation, piping, valves, eccentric reducers, main disconnect switch.	

The following items are attached: Bulletin ____ Performance curve ____ Elevation drawing ____

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. We appreciate the opportunity to serve you and trust that we are favored with your order. All terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set forth herein

BARNEY'S PUMPS INC.

BRIAN FOX

Authorized Signature

Quantity	Size	Description	Unit Price	Total
3	06"	FLG PLUG VALVE, 100% PORT W/ DIRECT NUT & LEVER OPERATOR	1,238.07	3,714.21
2	06"	FLG SWING CHECK VALVE W/ OSL&W	1,674.87	3,349.74

These are typically stock valves in our warehouse. If out of stock, I would figure 6-8 weeks.

Note – plug valve quoted with quarter turn lever. Make sure they don't want a gear & hand wheel. They don't really have standards.

Regards,

McDade Waterworks, Inc.

Wesley G. Bunn V.P.
Direct Line: (813) 771-0761
Main Office Phone: (813) 740-1144
Cellular Phone: (813) 376-0057
Fax: (813) 627-9387
E-Mail: wgbunn@mcdadewaterworks.com Web: http://www.mcdadewaterworks.com
Mailing: P.O. Box 16039 - Tampa, FL 33687-6039 Physical: 6520 Harney Road - Tampa FL. 33610

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

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

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

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **10/16/2025**

QUOTATION NO: **LP-31576490-2-25**

CUSTOMER NAME: **TLC DIVERSIFIED**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **30-35 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS: **TBD**
CITY/STATE/ZIP: **Bradenton FL**
PROJECT NAME: **CITY OF BRADENTON - LS 03**

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

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator – Model D40, 40kW/50kVA Standby at 0.8 PF, 240/120VAC, 3 Phase, 60 Hz at 1800 RPM, with the following features and accessories: • EPA Tier III Certified Engine, Caterpillar model C4.4 • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 150 Amp, generator mounted, LSI • GCCP1.2 Control panel with safety shutdowns, Engine controls and metering • 125 degrees C rise generator with voltage regulator, PMG excitation • ADEM electronic governor • Sound Attenuated, Weather Protective Enclosure, 150 Mph Wind Rated • Jacket water heater • Battery charger UL 10 amps, 120VAC input • Generator space heater, 120VAC input • Batteries, lead acid • Factory test at rated power factor, unwitnessed		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Lydon Perkins*

Lydon Perkins, EP Sales. Central Florida

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• 5 Year / 2500-hour Caterpillar Platinum Extended Service Coverage		
One (1) ASCO 300 Series Non-SE rated Automatic Delayed Transition Transfer Switch • 3 Pole, 150 Amp, 240/120 3Ph VAC, NEMA 4X Secured, Stainless Steel • J3ADTSA30150FGXU,11BE,44G,73CD • 5 Year Manufacturer Limited Warranty • Lead Time: 14 Weeks ADA		
One (1) ASCO 300 Series Input Quick Connect Panel • 3 Pole, 150 Amp, 240/120 3Ph VAC, NEMA 4X Secured, Stainless Steel • 3QCNCNA30150FBXS,44A,172QC • 5 Year Manufacturer Limited Warranty • Lead Time: 21 Weeks ADA		
One (1) Phoenix Sub-base Diesel Fuel Tank • 340-gallon double wall tank* 317 gallons usable fuel (when tank is filled to 90%) • U.L. 142 listed generator sub-base tank * FDEP: EQ625 • Fuel level & leak switches: High, Low, fuel level & interstitial leak switches • 7.5-gallon spill containment with pad lockable, hinged cover • Lead Time: 30 Weeks ADA		
One (1) Application of Clear Coat Corrosion Protection, ProtectaClear at Phoenix Products		
Dealer Commissioning Services • Prestart inspection, Startup, Customer Training • 4-hour load test conducted on site, resistive		
Total net price for above		$106,697.00
Adder to include Semi-Annual Preventative Maintenance Agreement, for one year		*$1,800.00*
Recent changes in North American trade policies have introduced new tariffs on various imported goods. Specifically, the U.S. has imposed a 25% tariff on imports from Canada and Mexico, affecting products that do not meet the United States-Mexico-Canada Agreement (USMCA) origin rules. Additionally, certain Canadian imports, including energy products, face a separate 10% tariff. ***We are actively monitoring the situation and working to mitigate any potential disruptions to ensure we continue to provide high-quality products and services to our customers. In some instances, it may be necessary for Ring Power to pass along these increased costs and will communicate the potential impact as soon as reasonably known. We appreciate your understanding and support as we navigate these changes***		

Quotation in accordance with Ring Power's understanding of quote request. This proposal is prepared without review of the existing as built or site drawings. The cost is subject to change after reviewing engineered drawings or required specifications.

Notes:

1. Sales tax is not included.
2. Pricing includes start-up, testing, and customer training.
3. Audio and video recording of training is not permitted.
4. All labor is assumed during standard working hours (Mon–Fri, 8:00 AM–5:00 PM); after-hours labor will incur additional charges.
5. Equipment provided is limited to the Bill of Materials (BOM) and scope described in this proposal. Exceptions apply to any specifications or drawings not available at the time of quotation.
6. 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.
7. Warranty coverage for non-Caterpillar equipment begins upon shipment from the original manufacturer.
8. Installation, labor, conduit, wire, equipment offloading, anchor bolts, pads, fuel, and fuel piping are not included.
9. Specialized testing (NETA, infrared, emissions, etc.) is excluded unless specifically listed in this proposal.
10. Coordination studies, arc flash analysis, and protective settings are excluded. Relay and circuit breaker settings must be determined and implemented by others.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

11. Ring Power Corporation does not participate in Contractor Controlled Insurance Programs (CCIP).
12. **Equipment will not be released for production until Ring Power receives both a signed sales agreement and approved submittals from the customer. This process ensures delivery of equipment aligned with project needs.** For any assistance, please contact your Ring Power sales representative.

Thank you for considering Ring Power Systems for your equipment needs

Lydon Perkins
Lydon Perkins
Ring Power Systems, Generator Sales Central Florida
813 230 2181 Cell
Lydon.Perkins@ringpower.com

1575 W Horizon Ridge Parkway
#530427
Henderson, NV 89012

207 Heritage Court
Sulphur Springs, TX 75482

1708 Turkey Creek Road
Plant City, FL 33566

702-824-9702
www.armorock.com

Quote Date: 10/16/2025

To:

Reference: City of Bradenton / LS03

Bradenton, Florida

Sales Manager: Jared Johnston

Q U O T A T I O N

Notes:

1. Quote is subject to our standard terms, conditions, and shipping policies.
2. Payment is due at Net 30. Late Payment service charge for over 30 days will be charged at 18% APR
3. Quote is valid for 30 days from issue date to receipt of PO after 30 days quote is subject to change based off market value of materials.
4. Sales tax not included. All applicable taxes are to be paid by purchaser
5. If owner requires items to be grouted in field contractor is responsible for materials and labor costs incurred.
6. All loads will be billed at $800 for each legal load out of PC, and $1350 for each oversized load at 108", $1500 for each oversized load at 132" out of PC. Total of 2 legal load(s), 2 oversized loads at 108 and 1 oversized loads at 132 needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate.
7. Freight requested under 3 days notice may be subject to increased freight rates
8. Products will be billed at unit pricing per quotation
9. Rush orders will be priced accordingly.
10. Contractor shall be responsible for joint sealing and performance.
11. Miscellaneous items such as grout, epoxy, and hardware are not included with the structures unless a specific line item is shown on this quote. Additional charges will apply for any extra items that are not shown on this quote.
12. Final lead time is determined at date of approved submittal.
13. Project retention is not allowed.
14. Summation of structure price is for convenience of bidding only. Structures will be billed by components.Customer purchase order needs to match up to component pricing.

BUDGETARY PURPOSES ONLY**

From: Chris Sciotti

ARMOROCK™

1575 W Horizon Ridge Parkway
#530427
Henderson, NV 89012

207 Heritage Court
Sulphur Springs, TX 75482

1708 Turkey Creek Road
Plant City, FL 33566

702-824-9702
www.armorock.com

For:

Ref: City of Bradenton / LS03

Bradenton, Florida

Quote Date: 10/16/2025

Structure	Description	Height	Weight	Price
5' MH-01	**60" Polymer Manhole**	**18.00'**	**13,810**	**$25,378**

1	PR24X2FN	24 IN X 2 IN FINISH PRO-RING	1	MHTLC3624	36 IN CONCENTRIC POLYMER TRANSITION LID W/ 24" ACCESS
1	MHC6036	60 IN X 3 FT ECC POLYMER CONE W/ 36" ACCESS	2	MHS6072	60 IN X 6 FT POLYMER MH SECTION
1	MHB6030.75ES	60 IN X 2 FT 6 IN POLYMER PRECAST BASE 3/4 DEPTH TROUGHING W/ EXTENDED SLAB	2	12-08 PSX-DD	12-08 PSX:DD
6	MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	3	60" Joint Gasket	60" JOINT GASKET
1	PGROUT	POLYMER GROUT KIT			

5' MH-02		**60" Polymer Manhole**	**18.00'**	**13,810**	**$25,378**
1	PR24X2FN	24 IN X 2 IN FINISH PRO-RING	1	MHTLC3624	36 IN CONCENTRIC POLYMER TRANSITION LID W/ 24" ACCESS
1	MHC6036	60 IN X 3 FT ECC POLYMER CONE W/ 36" ACCESS	2	MHS6072	60 IN X 6 FT POLYMER MH SECTION
1	MHB6030.75ES	60 IN X 2 FT 6 IN POLYMER PRECAST BASE 3/4 DEPTH TROUGHING W/ EXTENDED SLAB	2	12-08 PSX-DD	12-08 PSX:DD
6	MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	3	60" Joint Gasket	60" JOINT GASKET
1	PGROUT	POLYMER GROUT KIT			

5' MH-03		**60" Polymer Manhole**	**18.00'**	**13,624**	**$25,228**
1	PR24X1FN	24 IN X 1 IN FINISH PRO-RING	1	PR24X4G	24 IN X 4 IN GRADE PRO-RING
1	MHTLC3624	36 IN CONCENTRIC POLYMER TRANSITION LID W/ 24" ACCESS	1	MHC6036	60 IN X 3 FT ECC POLYMER CONE W/ 36" ACCESS
1	MHS6048	60 IN X 4 FT POLYMER MH SECTION	1	MHS6072	60 IN X 6 FT POLYMER MH SECTION
1	MHB6051.75ES	60 IN X 4 FT 3 IN POLYMER PRECAST BASE 3/4 DEPTH TROUGHING W/ EXTENDED SLAB	2	12-08 PSX-DD	12-08 PSX:DD
6	MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	3	60" Joint Gasket	60" JOINT GASKET
1	PGROUT	POLYMER GROUT KIT			

5' MH-04		**60" Polymer Manhole**	**18.00'**	**13,624**	**$25,228**
1	PR24X1FN	24 IN X 1 IN FINISH PRO-RING	1	PR24X4G	24 IN X 4 IN GRADE PRO-RING
1	MHTLC3624	36 IN CONCENTRIC POLYMER TRANSITION LID W/ 24" ACCESS	1	MHC6036	60 IN X 3 FT ECC POLYMER CONE W/ 36" ACCESS
1	MHS6048	60 IN X 4 FT POLYMER MH SECTION	1	MHS6072	60 IN X 6 FT POLYMER MH SECTION
1	MHB6051.75ES	60 IN X 4 FT 3 IN POLYMER PRECAST BASE 3/4 DEPTH TROUGHING W/ EXTENDED SLAB	2	12-08 PSX-DD	12-08 PSX:DD
6	MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	3	60" Joint Gasket	60" JOINT GASKET
1	PGROUT	POLYMER GROUT KIT			

8' WW		**96" Polymer Wet Well (Hatch by Others)**	**22.00'**	**58,600**	**$104,130**
1	MHLC96??	96 IN CONCENTRIC POLYMER LID FLAT W/ 36X48 ACCESS	1	MHS9624	96 IN X 2 FT POLYMER MH SECTION
1	MHS9696	96 IN X 8 FT POLYMER MH SECTION	1	MHS9696H	96 IN X 8 FT POLYMER MH SECTION W/ CORED HOLE
1	12-08 PSX-DD	12-08 PSX:DD	1	MHB9645FFES	96 IN X 3 FT 9 IN POLYMER PRECAST BASE FILLET FLOOR W/ EXTENDED SLAB
16	MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	4	96" Joint Gasket	96" JOINT GASKET
1	PGROUT	POLYMER GROUT KIT			

xJoint Package			**0.00'**	**0**	**$10,970**
10	RiserWrap Roll-18	18"X50' HEAT SHRINK WRAP	16	RiserWrap Joiner Strip	RISER WRAP JOINER STRIP
5	RiserWrap Primer	RISER WRAP PRIMER			

ARMOROCK™

1575 W Horizon Ridge Parkway
#530427
Henderson, NV 89012

207 Heritage Court
Sulphur Springs, TX 75482

1708 Turkey Creek Road
Plant City, FL 33566

702-824-9702
www.armorock.com

For:

Ref: City of Bradenton / LS03

Bradenton, Florida

Quote Date: 10/16/2025

Structure	Description	Height	Weight	Price
xSpreader Bar		**0.00'**	**0**	**$2,100**
1 Spreader Bar Kit-48"-72"	SPREADER BAR AND RIGGING FOR LIFTING			

Sub-Total	**$218,410**
Freight/Delivery	**$5,800**
Total Price for City of Bradenton / LS03	**$224,210**

AGENDA ITEM NO. 6.af

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 12, 2025
SUBMITTED BY:	Erin Jones, Purchasing
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment Two to Grant Agreement HL203 with the Department of Commerce
SUGGESTED ACTION:	Approval of Amendment Two to Grant Agreement HL203.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton entered into a Grant Agreement with the Department of Commerce on July 1, 2023, whereas the parties wish to amend the Agreement replacing Attachment 1, Scope of Work, Section A-D with the revised Attachment 1, Scope of Work, Section A-D.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Amendment Two to Grant Agreement HL203.

ATTACHMENTS:
Amendment Two to Grant Agreement HL203

AMENDMENT TWO TO
GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF COMMERCE
AND
CITY OF BRADENTON, FLORIDA

On **September 30, 2023,** the State of Florida, Department of Commerce ("Commerce"), formerly the Department of Economic Opportunity, and the **City of Bradenton, Florida** ("Grantee"), entered into Grant Agreement **HL181** ("Agreement"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Attachment 1, Scope of Work, Sections A-D, are hereby deleted and replaced with the revised Attachment 1, Sections A-D, attached hereto.

2. All other terms and conditions of the Agreement remain in full force and effect.

~The remainder of this page left intentionally blank~

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **HL203** as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF BRADENTON, FLORIDA	**FLORIDA DEPARTMENT OF COMMERCE**
SIGNED:	SIGNED:
Gene Brown	**J. Alex Kelly**
Mayor	**Secretary**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2023-2024 General Appropriations Act, line 2341A, appropriated One Million Dollars and Zero Cents ($1,000,000.00) to the City of Bradenton (Grantee) to fund pre-construction tasks related to construction of a new baseball field with lighting, adding lighting to the existing back field, and construction of associated structures such as concessions, restrooms and parking at the 9th Street Park that will allow the Grantee to host youth tournaments, college games, and outside groups.

B. GRANTEE RESPONSIBILITIES:

1. Pre-Construction: Architectural and engineering services for the new baseball field and associated structures (concessions, restrooms and parking). Grantee shall provide copies of the following design documents as evidence of progress with each invoice package:
   a. Pre-design Plans
   b. Schematic Designs
   c. Design Development
   d. Construction Documents
   e. Complete demolition of existing structures (100%)

2. Provide a minimum of $3,000,000.00 in match funds for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 – New Field Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete pre-construction tasks in accordance with Section B.1 of this Scope of Work.	Grantee may be reimbursed upon completion of a minimum of one (1) of the tasks in accordance with Section B.1 of this Scope of Work. Completion shall be evidenced by submission of one of the following: 1. Pre-Design Plans 2. Schematic Designs 3. Design Development 4. Construction Documents 5. For demolition, AIA	Failure to complete the minimum performance shall result in non-payment.

	Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete Invoice packages and reports shall be in accordance with Sections E and F of this Scope of Work.	
		Deliverable 1 - $1,000,000.00
TOTAL AWARD NOT TO EXCEED: $1,000,000.00		

AGENDA ITEM NO. 6.ag

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Road Construction Materials with Central Florida Transport, LLC

SUGGESTED ACTION: Approve the contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Central Florida Transport, LLC enter into a contract in response to RFP-25-020MK, whereby Contractor is to provide the City with road construction materials such as rock, sand, shell, and riprap.

FINANCIAL IMPACT:
00154100 553000 ROAD MATERIALS

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

SUGGESTED MOTION:
Motion to approve the Term Contract for Road Construction Materials with Central Florida Transport, LLC.

ATTACHMENTS:
Term Contract for Road Construction Materials with Central Florida Transport, LLC

TERM CONTRACT FOR
ROAD CONSTRUCTION MATERIAL

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and Central Florida Transport, LLC. (the "Contractor"), a Florida limited liability corporation.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide delivery services of road construction material on an as needed basis; and

WHEREAS, the City issued IFB 25-040MK on July 18, 2025 (the "Solicitation"); and

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

WHEREAS, the City approved a Notice of Recommended Award on October 8, 2025; and

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

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

I. **CONTRACTOR'S SERVICES**

The Contractor agrees to diligently provide all materials, services, and labor for delivery services of road construction material on an as needed basis in accordance with the specifications/scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. **TERM**

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial period one (1) year. This Contract may be renewed for up to four
(4) additional one-year periods by written agreement of both parties.

III. **COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE**

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of the Contract Documents a total Contract amount not to exceed twent five thousand dollars ($25,000.00) for the initial term.

B. Contractor shall perform no work under this Contract until a Purchase Order is issued by the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the Purchase Order for the Services pursuant to Exhibit B, Fee Schedule attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

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

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. 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. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

B. This section shall survive the termination or expiration of this Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the

Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Contractor under this Contract. The Contractor shall, without additional

D. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

E. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

I. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473

and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

J. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

K. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent Contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent Contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

L. The Contractor understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Contract (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "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.

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection; and

2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.

F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XIII. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any party of the work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may

be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

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

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: Cityclerk@Cityofbradenton.com

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties and supersede all other Contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

E. The Contractor shall not assign or transfer any rights, interests, or obligations under this Contract (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. 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.

G. The failure of any party hereto to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

H. 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 unaffected thereby and shall remain valid and enforceable as to each party.

I. 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.

J. 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 any cause of action arising out of the performance of this Contract.

K. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies available at law or in equity.

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

M. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract.

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Contractor's Representative:		City's Administrative Agent:	
Name:	Violette LaBree	Name:	Sean Horan
Title:	Inside Sales	Title:	Superintendent Streets and Drainage Division
Address:	PO Box 700 Coleman, FL 33521	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	352-303-0111	Telephone:	941-462-1993
E-Mail:	violette@cflTransport.net	E-Mail:	Sean.horan@bradentonfl.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

P. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated in writing by the party making the change.

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

R. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by this reference.

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. City's Purchase Order

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date last written below.

FLORIDA CENTRAL TRANSPORT, LLC.

By: _____

Print Name: Patrick McLaughlin
(Title of Authorized Representative)

Date: 10-22-2025

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5365185v1

EXHIBIT A
SCOPE OF SERVICES

1. **Overview**

The Contractor shall purchase and deliver road construction materials on an as-needed basis to be utilized by the City of Bradenton's various departments or locations. The Contractor shall furnish all materials, equipment, labor and operations necessary to complete the work.

2. **General Requirements**

   A. Materials –Sand, Shell, Shell/Rock, Rock and Riprap

   B. Estimated Quantities

      1. Sand - Approximately 150 tons
      2. Rock – 2,700 tons
      3. Riprap – 1,400 tons
      4. Shell - The quantities of the required shell cannot be determined at this time.
      5. Shell/Rock - The quantities of the required shell rock cannot be determined at this time.

3. **Contractor Responsibilities**

   A. Delivery - Contractors will indicate the lead time required for deliveries. All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

   B. The City will not accept any material that does not meet the below-mentioned standards. Materials may be rejected at time of delivery if they do not meet specifications.

   C. The City may require any or all materials to be subjected to tests by means of samples. The Contractor shall furnish at his own expense, the materials necessary for the required samples, without charge to the City.

   D. The Contractor shall grant permission for a representative from an independent testing laboratory, as agent for the City, to enter upon the Contractor's premises and draw whatever samples are necessary for testing. Testing shall be paid for by the City and shall be made as the City deems in its own best interest. Testing shall be performed on mined and/or machined material only.

   E. If, after sampling and testing, it is found that a source of supply which has been approved does not furnish a uniform product, or if the product from any source proves unacceptable at any item, then the City may, on an order basis, go to the next qualified bidder without penalty to the City.

F. No blending of materials to meet the requirements below will be permitted unless authorized by the City. When blending is permitted, the blending material shall be tested (by the City) and approved before being used.

4. Specifications

A. Category B – Sand, Rock, and Riprap

1. Sand

i. Mason Sand: Natural Silica. To meet FY 2025-2026 Florida Department of Transportation (FDOT) Standard, and as amended, for sand used for brick masonry.

ii. Beach Sand- 3/16 minus white sand with small shell particles

2. Rock

i. Small Sizes: #67 (S1-A), #7 (#14-1/2"), #8 (1/2" Spec), #89 (#16-S1-B); to meet Florida Department of Transportation Specifications.

ii. #57 (Commercial Grade).

3. Riprap

i. Riprap: up to 5" inches.

ii. Riprap: up to 12" inches.

B. Category C – Shell/Rock Material

1. Shell

iii. Composition: Shell materials to be used for shell base or shell stabilized base, shall consist of naturally occurring deposits formed essentially of broken mollusk shell, corals and the skeletal remains of other marine invertebrates. Live or steamed shell or man-made deposits as a by-product of the shellfish industry will not be permitted.

iv. Deleterious Substances: Shell materials shall be reasonably free of lumps of clay, organic matter, and other substances not defined which may possess undesirable characteristics. The material shall not contain silica sand in sufficient quantity to prevent bonding.

v. Physical and Chemical Properties: Shell materials shall meet the following physical and chemical requirements:

a. Limerock Bearing Ratio (LBR) (FM 5-515) - The material shall have an average LBR value of not less than 100. Material represented by any individual LBR value of less than 90 is unacceptable.

b. Plasticity (FM 1-T 089 and FM 1-T 090) - That portion of the material passing the No. 40 [425 µm] sieve shall be non-plastic.

c. Carbonates (FM 5-514) - The minimum percentage of carbonates of calcium and magnesium shall be 50.

2. Shell/Rock - Shell rock materials to be used for shell rock base shall be defined as naturally occurring heterogeneous deposits of limestone with interbedded layers or lenses of loose and cemented shell, to include cemented sands (calcitic sandstone). This material shall be mined and processed in a manner that will result in a reasonably homogenous finished product. Approval of mineral aggregate sources shall be in accordance with 6-3.3.

i. Deleterious Substances: Shell rock materials shall not contain lumps of clay, organic matter, cherty or other extremely hard materials, or other substances not defined, in sufficient quantity as to be detrimental to the finishing, strength, or performance of the base. The material shall not contain loose, free silica sand in sufficient quantity to prevent bonding of the base, or to result in a surface which is susceptible to distortion under construction traffic, or accumulation of loose sand on the finished surface which precludes bonding of the bituminous tack coat with the base, nor shall the material contain more than 50% loose, free shells, corals or skeletal remain of other marine invertebrates (retained on the No. 4 sieve). Materials shall contain no water sensitive clay minerals.

ii. Physical and Chemical Properties: Shell-rock material shall meet the following physical and chemical properties:

iii. Limerock Bearing Ratio (LBR) (FM 5-515) - Production of this material shall be controlled so as to meet the following requirements for LBR value:

a. The average of test values shall not be less than 100.

b. No individual test value shall be less than 90.

c. No two consecutive test values between 90 and 100.

d. Plasticity (AASHTO T 89 and AASHTO T 90) - That portion of the material passing the No. 40 sieve shall be non-plastic.

e. Carbonates (FM-5-514) - The minimum of the average percentage of carbonates of calcium and magnesium shall be 50. Material represented by any individual carbonate LOT average of less than 45% is unacceptable.

f. Material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the limerock base. All materials shall pass through a 3-inch sieve and graded uniformly down to dust. The fine material shall consist entirely of dust fracture. All crushing or breaking-up, which might be necessary in order to meet such size requirements shall be done before the material is delivered.

g. Gradation Requirements - Materials classified as shell-rock shall be graded uniformly down to dust and in addition, meet the following specific requirements:

Passing 3 1/2 inch [90 mm] sieve (maximum dimension not to exceed 6 inches)	Minimum 97%
Passing No. 4 sieve	maximum 70%
Passing No. 200 sieve	maximum 20% (washed)

3. Bank Run Shell - Bank-Run Shell shall be defined as those shell materials meeting the requirements of FDOT Section 911 which are presently found as "dry land" deposits.

   i. Gradation Requirements: Materials classified as Bank-Run Shell shall meet the following gradation requirements:

Passing 3 1/2 inch [90 mm] sieve	97% (maximum dimension not to exceed 6 inches [150 mm])
Passing No. 4 [4.75 mm] sieve	maximum 80%
Passing No. 200 [75 mm] sieve	maximum 20% (washed)

4. Rock

   i. Small Sizes: #67 (S1-A), #7 (#14-1/2"), #8 (1/2" Spec), #89 (#16-S1-B); to meet Florida Department of Transportation Specifications.

   ii. #57 (Commercial Grade).

5. Riprap

   i. Riprap: up to 5" inches.

   ii. Riprap: up to 12" inches.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
Category B - Sand, Rock, and Riprap			
1	Mason Sand	TN	$25.70
2	Beach Sand	TN	$43.71
3	Small Rock	TN	$65.79
4	Grade #57 Rock	TN	$64.55
5	Riprap, Up To 5"	TN	$50.08
6	Riprap, Up To 12"	TN	$52.56
Category C - Shell/Rock Material			
7	Shell Material	TN	$35.38
8	Shell Rock Material	TN	$35.38
9	Bank Run Shell	TN	$25.22
10	Limerock	TN	$29.56

AGENDA ITEM NO. 6.ah

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Road Construction Materials with Transcor Recycling LLC

SUGGESTED ACTION: Approve the contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Transcor Recycling, LLC enter into a contract in response to RFP-25-020MK, whereby Contractor is to provide the City with fill dirt services.

FINANCIAL IMPACT:
00154100 553000 ROAD MATERIALS

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

SUGGESTED MOTION:
Motion to approve the Term Contract for Road Construction Materials with Transcor Recycling LLC.

ATTACHMENTS:
Term Contract for Road Materials with Transcor Recycling LLC

TERM CONTRACT FOR
ROAD CONSTRUCTION MATERIALS

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and Transcor Recycling LLC. (the "Contractor"), a Florida limited liability corporation.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide delivery services of road construction material on an as needed basis; and

WHEREAS, the City issued IFB 25-040MK on July 18, 2025 (the "Solicitation"); and

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

WHEREAS, the City approved a Notice of Recommended Award on October 8, 2025; and

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for delivery services of road construction material on an as needed basis in accordance with the specifications/scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial period one (1) year. This Contract may be renewed for up to four (4) additional one-year periods by written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of the Contract Documents a total Contract amount not to exceed thirty thousand dollars ($30,000.00) for the initial term.

B. Contractor shall perform no work under this Contract until a Purchase Order is issued by the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the Purchase Order for the Services pursuant to Exhibit B, Fee Schedule attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

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

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. 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. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

B. This section shall survive the termination or expiration of this Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the

Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Contractor under this Contract. The Contractor shall, without additional

D. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

E. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

I. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473

and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

J. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

K. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent Contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent Contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

L. The Contractor understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Contract (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "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.

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection; and

2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.

F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XIII. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any party of the work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may

be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

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

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: Cityclerk@Cityofbradenton.com

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties and supersede all other Contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

E. The Contractor shall not assign or transfer any rights, interests, or obligations under this Contract (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. 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.

G. The failure of any party hereto to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

H. 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 unaffected thereby and shall remain valid and enforceable as to each party.

I. 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.

J. 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 any cause of action arising out of the performance of this Contract.

K. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies available at law or in equity.

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

M. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract.

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Contractor's Representative:		City's Administrative Agent:	
Name:	Candice Agosto	Name:	Sean Horan
Title:	VP	Title:	Superintendent Streets and Drainage Division
Address:	1501 E. 2nd Ave Tampa FL 33605	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	(813) 579-1069	Telephone:	941-462-1993
E-Mail:	Cagosto@transcorllc.com	E-Mail:	Sean.horan@bradentonfl.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

P. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated in writing by the party making the change.

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

R. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by this reference.

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. City's Purchase Order

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date last written below.

TRANSCOR RECYCLING, LLC.

By: Candice Agosto

Print Name: Candice Agosto
(Title of Authorized Representative)

Date: October 27, 2025

Title: VP

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. **Overview**

The Contractor shall purchase and deliver road construction materials on an as-needed basis to be utilized by the City of Bradenton's various departments or locations. The Contractor shall furnish all materials, equipment, labor and operations necessary to complete the work.

2. **General Requirements**

   A. Materials – Fill Dirt

   B. Estimated Quantities

      1. Fill Dirt - Approximately 33,000 tons

3. **Contractor Responsibilities**

   A. Delivery - Contractors will indicate the lead time required for deliveries. All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

   B. The City will not accept any material that does not meet the below-mentioned standards. Materials may be rejected at time of delivery if they do not meet specifications.

   C. The City may require any or all materials to be subjected to tests by means of samples. The Contractor shall furnish at his own expense, the materials necessary for the required samples, without charge to the City.

   D. The Contractor shall grant permission for a representative from an independent testing laboratory, as agent for the City, to enter upon the Contractor's premises and draw whatever samples are necessary for testing. Testing shall be paid for by the City and shall be made as the City deems in its own best interest. Testing shall be performed on mined and/or machined material only.

   E. If, after sampling and testing, it is found that a source of supply which has been approved does not furnish a uniform product, or if the product from any source proves unacceptable at any item, then the City may, on an order basis, go to the next qualified bidder without penalty to the City.

   F. No blending of materials to meet the requirements below will be permitted unless authorized by the City. When blending is permitted, the blending material shall be tested (by the City) and approved before being used.

4. **Specifications**

   A. Category A – Fill Dirt

EXHIBIT A
SCOPE OF SERVICES

1. Fill Dirt

   i. Soil shall be a natural Florida soil from a well–drained area, containing no man-made residuals or contamination including but not limited to; ash, cinders, solid waste of any kind, chemical residuals, debris, mulch or compost.

   ii. Soil shall be free draining with an optimum moisture content of less than 12% and considered non-hydraulic.

   iii. Soil shall be a mixture of angular fine sand, loam, and coarse-grained sand, with less than 15% passing a No. 200 sieve.

   iv. Soil shall not contain anything harmful to plant growth, shall not be excessively acid or alkaline and shall support growth of grass. Soil shall be free of roots or sticks greater than ¼-inch in diameter, stones less than two inches (2") in diameter, clay balls or clods, weeds, and organic matter. Soil shall meet all Florida Department of Environmental Protection (FDEP) "Clean Soil" standards, with no volatile organics, semi-volatile organics, pesticides, heavy metals, and total recoverable petroleum hydrocarbons.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
Category A – Fill Dirt			
1	Fill Dirt	TN	$22.00

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 25-100 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REVISING THE OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY OF BRADENTON, FLORIDA'S WASTEWATER COLLECTION SYSTEM AND MECHANICAL DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

Resolution 25-100 would amend the existing contract with Woodard & Curran, granting them authority to oversee the City's collection system and mechanical department. This amendment is set to take effect on January 26, 2026.
In accordance with Chapter 180 of the Florida Statutes, the City possesses the power to provide utility services within its limits. The City acknowledges the importance of operating its utilities efficiently, effectively, and safely while managing its business affairs.
Furthermore, under Chapter 180.301 of the Florida Statutes, it is deemed to be in the public interest to amend the contract with Woodard & Curran, Inc. to oversee the City's collection system and mechanical department.

The City shall consider the following factors that will be explained by the City

Administrator:

- 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 financial impacts are listed in the contract.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed and edited the amendment.

SUGGESTED MOTION:
Motion to approve Resolution 25-100 and authorize the Mayor to execute Amendment 1 to the Operations and Maintenance Agreement with Woodard & Curran, Inc.

ATTACHMENTS:
Resolution 25-100

CITY OF BRADENTON
RESOLUTION NUMBER 25-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REVISING THE OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY OF BRADENTON, FLORIDA'S WASTEWATER COLLECTION SYSTEM AND MECHANICAL DEPARTMENT; 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 entered into an agreement with Woodard & Curran, Inc. for maintenance and operations services for its Wastewater Treatment Plant on March 26, 2025.

WHEREAS, the City finds it is in the public interest to amend the agreement (the "Amendment 1") with Woodard & Curran, Inc. to expand its operations and maintenance services to include the City's collection system and mechanical department with a commencement date of January 26, 2026; 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 Amendment 1 is in the public interest, including a summary of Woodard & Curran, Inc.'s experience in operation and maintenance of wastewater collection facilities and a showing of Woodard & Curran, Inc.'s financial ability to provide the services contemplated under the Amendment; 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 Amendment 1 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. Amendment 1 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 12TH DAY OF NOVEMBER 2025.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Amendment No. 1
to the Operations and Maintenance Agreement between
The City of Bradenton ("City") and
Woodard & Curran, Inc. ("W&C")
dated May 5, 2025 (the "Agreement")

This Amendment No. 1 ("Amendment No. 1") to the Agreement is entered on November 12, 2025, with an effective date of January 5, 2026.

RECITALS

WHEREAS, City and W&C (collectively, "the Parties") entered into the Agreement with a commencement date of May 5, 2025 under which W&C shall provide certain operations and maintenance services to City;

WHEREAS, City requests that W&C expand its operations and maintenance services to include the City's collection system and mechanical department with a commencement date of January 5, 2026;

WHEREAS, City additionally seeks to clarify that it, and not W&C, shall be responsible for providing the necessary electrical or power utility to all of the Facilities;

NOW, THEREFORE, in consideration of the premises and of the mutual promises of the parties, City and W&C hereby agree to amend the Agreement as follows:

1. The Agreement shall be amended to include Exhibit A-1 as a new exhibit;

2. The Agreement shall be amended to include Exhibit B-1 as a new exhibit;

3. The Agreement shall be amended to include Exhibit C-2 as a new exhibit;

4. The Agreement shall be amended to include Exhibit C-3 as a new exhibit;

5. A new section 2.01(k) shall be added to the Agreement which will state "Except where caused directly by the negligence or willful misconduct of W&C, Client shall be responsible for any and all claims, costs, losses and damages associated with sewer line leaks in the system. Upon receipt of a notice of a back-up, leak or the like, the Client will handle all responses to its residents' complaints, including, if applicable, advising the resident to contact its insurance carrier. If requested by the Client, W&C's only role will be to respond to the Client's request to remove an obstruction, document the approximate date and time of the obstruction. W&C shall have no other responsibility for back-ups, leaks or the like, including for personal injury or property damage;"

6. A new section 2.01(l) shall be added to the Agreement which will state "Client shall provide complete information relating to the surface and subsurface conditions or utility locations of the facility or site. W&C will not be responsible for any damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or concealed or unknown condition, if not called to W&C's attention in writing prior to commencement of services or which is not shown, or accurately located, on plans furnished to W&C by Client or by any other party. Should W&C encounter any such latent or subsurface condition on the site or facility, the parties shall agree to a reasonable adjustment to contract price or time of performance;"

7. Section 3.02.1 of the Agreement shall be amended to state "Reimbursable Costs shall be Direct Salary & Benefits, Utilities and Fuels Costs (with the exception of power utilities which shall remain the responsibility of Client), 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;"

8. Section 8.03 of the Agreement shall be amended to read "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 Facilities, including, but not limited to, the Water Reclamation Facility and the collection system, 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 Facilities which allows the Facilities to operate within FDEP permit standards, this Section 8.03 and Exhibits B and B-1 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;" and

9. A new section 10.13 shall be added to the agreement which states "The parties agree that wherever an exhibit is referenced in this Agreement, it shall be read to include the associated sub-exhibits relative to the applicable scope of work and facilities, i.e. references to Exhibit A shall include Exhibit A and A-1 as applicable and so on for Exhibits B and C."

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed by its duly authorized representative on the day and year set forth below.

Woodard & Curran, Inc.	City of Bradenton
By: BRIAN E. BZDAWKA	By: Gene Brown, Mayor
Sign: Brian E. Bzdawka	Sign:
Date: 11/5/2025	Date: 11/12/2025

5377205v1

EXHIBIT A - 1
DESIGN CAPABILITIES FOR COLLECTION SYSTEM PUMP STATIONS

The design capabilities of the collection system pump stations (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. Wastewater System ID: FL0021369
2. Manholes: 4,200 sewer manholes
3. Sewer Pipe: 185 miles of gravity sewer pipe (from 6" to 30")
4. Pump Stations: 64 lifts stations (including 4 master stations)
5. Xylem odor control at 4 stations
6. Air relief valves: #

64 Pump Stations

LS#	Location	# Of Pumps	Volts	HP	PH	GPM	Pump Manufacturer	Pump Serial Number	Generator
1	108 11th St E	2	460	40	3	1700	Hydromatic	S8LXP 4000F B	Bypass
2	1800 Riverside Dr E	2	230	26	3	925	HOMA	AK636-330/26 FU/CF M	YES
3	2598 2nd Av E	2	230	7.5	3	225	Hydromatic	SM4750M3-4	
4	600 27th St E	2	230	30	3	1000	Hydromatic	SD6LCW3000M3-4	Bypass
5	200 2nd St E	3	480	25	3	1100	Reliance Electric	75851 75-001	Bypass
6	200 20th St W	2	230	20	3	2000	Hydromatic	S8L2000M3-8	YES
7	1700 8th Av W	2	230	40	3	1800	Hydromatic	S8L4000	YES
8	1500 1st Av W	2	208	25	3	1000	Fairbanks Morse	250TLK	Bypass
9	4502 47th Av W	2	230	25	3	1250	Hydromatic	S6L2500M3-4	Bypass
10	400 Manatee Av W	2	230	25	3	1350	Fairbanks Morse	320TLK	Bypass

11	231 13th Av E	3	480	30	3	1080	Hydromatic	S8FX3 000FC	YES
12	1300 20th St W	2	230	1	1	185	Hydromatic	S4NRC 100M2 -6	
13	100 25th St Ct E	2	230	7.5	3	150	Hydromatic	S4M75 0M3-4	
14	1901 17th Av W	4	460	60	3	1850	Fairbanks Morse	328T	YES
15	1217 Oak leaf Blvd	2	230	3	1	220	Hydromatic	S3HRC 300M2 -2	
16	107 22nd St E	2	230	3	1	160	Hydromatic	S3HRC 300M2 -2	
17	422 9th Av W	4	460	50	3	1600	Fairbanks Morse	320T	YES
18	1200 15th St E	4	460	100	3	2600	Hydromatic	s8lx10 000fc	YES
19	1800 27th St E	2	230	7.5	3	640	Hydromatic	S6L750 M3-6	YES
20	7001 23 Av W	3	230	40	3	1800	Hydromatic	S6A40 00M3-4	YES
21	3800 43St W	2	230	5	3	650	Hydromatic	S6L500 M3-8	
22	1701 39th St W	2	230	5	1	80	Hydromatic	S3HRC 500M2 -2	
23	3200 59th St W	2	460	40	3	1600	Hydromatic	S6LX40 00FC	YES
24	SR.64 # C SWR E	2	460	50	3	2000	Hydromatic	S8FX5 00FC	YES
25	3811 24th Av W	2	230	5	3	200	Hydromatic	S4N50 0M3-4	
26	1614 54th St W	2	230	5	3	420	Hydromatic	S4M50 0M3-4	
27	1014 Baytree Rd	2	230	5	3	320	Hydromatic	S4N50 0M3/4-4	YES
28	2500 13th Av E	2	230	5	3	120	Flyght	3101.18	
29	1900 34th St W	2	230	1.5	3	150	Hydromatic	S4N15 0M3-6	
30	3901 71st St W	2	230	3	1	200	Hydromatic	S3HRC 300M2 -2	
31	Blake Hospital	2	460	30	3	800	Hydromatic	S4L300 0M4-4	YES

32	2100 59th St W	2	230	5	3	140	Hydromatic	S4N500M3-4	YES
33	4800 34th Av W	2	230	5	1	100	Hydromatic	S4N500M2-4	
34	5303 26th Av Ct W	2	230	2	1	48	Hydromatic	HPG200M2-2	
35	3300 Carlton Arm Dr	2	230	10	3	490	Hydromatic	S4M1000M3-4	Bypass
36	6520 Heritage Ln	2	230	5	1	600	Hydromatic	S4N500M2-4	
37	3250 43 St W	2	208	3	3	80	Hydromatic	S3R300M6-4	
38	4107 66th St Cir. W	2	230	3	3	300	Hydromatic	SH300M3-4	
39	3551 68th St W	2	230	5	1	190	Hydromatic	S4NRC500M2-4	
40	204 3ed St W	2	230	5	3	250	Hydromatic	S4N500M6-4	YES
41	11000 Bristol Bay Dr	2	230	40	3	800	Hydromatic	S6LX4000EC	YES
42	4700 SR 64 E	2	208	5	3	250	Hydromatic	S4N500M3-4	
43	1801 27th St E	2	230	2	1	100	Hydromatic	SPGL200M-2	
44	1011 30th St E	2	230	2	3	46	Hydromatic	HPG200M3-2	
45	900 48th St Ct. E	2	230	10	3	370	Hydromatic	H4H1000M3-4	
46	1101 Edgewater Cir	2	230	5	3	340	Hydromatic	S4M500M3-4	
47	1901 16th Av E	2	230	2	1	161	Hydromatic	S4N200M2-6	
48	1801 27th St E	2	230	2	1	30			
49	7410 Hamilton Rd.	2	230	20	3	690	Hydromatic	S4K2000M3-4	YES
50	5315 44th Av W	2	460	7.5	3	200	Hydromatic	S4P750M4-4	
51	4965 SR 64 E	2	230	5	3	130	Hydromatic	SPGF500M3-4	
52	3825 SR 64 E	2	230	2	1	50	Crane	SGVF2022L	
53	5325 4TH Av. Cir.E	2	230	7.5	3	165	Hydromatic	S4P750M3-4	

54	145 Americas Cup Blvd	2	230	20	3	325	Hydromatic	S4K2000M3-4	
55	4650 TIDEWATER PERS. St.	2	230	25	3	575	Hydromatic	S4Q2500M3-4	YES
56	937 RIVERSCAPE St.	2	460	50	3	900	Hydromatic	S4B5000M4-4	YES
57	712 3Rd Ave. W (Promende)	2	230	5	3	260	Hydromatic	S4N500M3-4	
58	Tide Water	2	230	5	3	250	Hydromatic	S4N500M3-4	YES
59	Tide Water	2	230	5	3	227	Hydromatic	S4N500M3-4	YES
60	444 3Rd Av W. River walk 1	2	230	2	1	34	Hydromatic	HPG200M2-2	
61	E River Walk #2 Splash Park	2	230	2	1	34	Hydromatic	HPG200M2-2	
62	102 Lorenzo Ct San Casciano	2	230	40	3	305	Hydromatic	S4B4000M4-4	YES
63	5107 San Palermo Dr	2	230	7.5	3	150	Hydromatic	S4N750M3-4	Yes
64	Mizner Bay Av	2	230	10	3	453	Hydromatic	S4M1000M4-4	Yes

EXHIBIT B - 1

WOODARD & CURRAN SCOPE OF SERVICES
COLLECTIONS & MECHANICAL DEPARTMENTS

The terms in this Exhibit B-1 shall be read in addition to the general scope of work in Exhibit B which shall apply to all work under the Agreement. The terms contained in this Exhibit B-1 shall apply only to the collections and mechanical department scope of work.

The Services to be provided by Woodard & Curran for the Operations & Management of the collections and mechanical departments (Facilities) during the term of this Agreement shall include and be limited to the following:

1. **Facilities Operations.** W&C shall provide daily operation of the collection system and lift stations including inspection, pump run-time recording, SCADA/alarm monitoring, system inventory, and other related activities, which will be coordinated with treatment facility for optimal flow management. We will ensure commercially reasonable efforts to maintain compliance, within the design limitations of the Facilities set forth in in Exhibit A ("Design Capabilities for Collection System Pump Stations") and the limitations of the Facilities as described in Article 8.03, providing 24/7 emergency response to system failures, power outages, and/or sanitary sewer overflows (SSOs).

2. **Repair & 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. Preventative Maintenance will generally include cleaning & flushing sewer, grease & root control, inspection & inventory of ARVs & check valves, wet well & pump maintenance, manhole inventory, inspection & repair. Corrective Maintenance & repair will generally include pump stations, sewer pipe network, and inflow/infiltration program.

3. **Project Management and Staffing.** W&C will provide qualified personnel to operate and maintain the system and backup project support, as determined necessary by W&C. W&C will implement a training program for staff.

4. **Information Systems.** W&C shall maintain computer software effective in the management of scheduled and preventive maintenance and collection system operations.

5. **Operational Costs and Expenses.** W&C shall provide and pay all budgeted costs of the W&C employees, utilities, chemicals, grit disposal (from wet well cleanings), laboratory supplies and equipment, office supplies, maintenance and repairs (within the annual budget listed in EXHIBIT C) and expendable supplies required in the normal operation and maintenance of the FACILITIES while it is responsible for the operation of the management of the FACILITIES, except to the extent otherwise provided in the Agreement.

6. **Hazardous Substance.** In the event that any Hazardous Substance is received at the FACILITIES, W&C shall notify the Client and assist the Client in the removal and/or reduction of such Hazardous Substance. In the event that any Hazardous Substance cannot be conveyed, treated or removed using the equipment provided, W&C shall not be responsible for additional Operational Costs and Expenses until the Hazardous Substance is removed from the FACILITIES and the FACILITIES are 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.

7. **Biological Toxic Substance.** In the event that any Biological Toxic Substance is received at the FACILITIES, W&C shall notify the Client and assist the Client in the removal and/or reduction of such Biological Toxic Substance. In the event that any Biological Toxic Substance cannot be treated or removed using the processes and equipment provided, then, in that event, W&C shall not be responsible for additional Operational Costs and Expenses until the Biological Toxic Substance is removed from the FACILITIES and the FACILITIES are completely recovered. 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 FACILITIES' 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. **Other Issues Outside the Control of W&C.** In the event that any influences outside the control of W&C cause operational issues, W&C shall not be responsible for additional Operational Costs and Expenses until such time as those influences are stopped and the FACILITIES have had ample time to recover. W&C shall notify the Client of any flood, fire, Act of God or other Force Majeure, civil disturbance, terrorism or other reasons beyond W&C's control within twenty-four (24) hours of the existence of such Force Majeure event and shall use its reasonable efforts to continue performance of its obligations under this Agreement and mitigate the impact of the event.

9. **Reporting.** W&C shall submit internal reports relating to the operations of the FACILITIES to the Client and assist the Client in the Client's reporting requirements to local, state and federal regulatory agencies, all in accordance with the 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 FACILITIES. The Client shall participate in such meetings of regulatory or governmental agencies as the Client or W&C deems necessary.

10. **Records of Operation.** Records maintained by W&C capable of providing historical data and trend, shall be the property of the Client. W&C shall maintain these records at the FACILITIES' sites, 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 FACILITIES at any time, upon reasonable prior notice.

11. **Safety.** W&C shall administer a site-specific safety program to include training, record keeping and safety meetings, all in conformance with any requirements of the State of Florida.

12. **Capital Support.** 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. Review and approval of these capital expenditures shall remain the responsibility of the Client.

13. **Emergency Response Plan.** W&C, in cooperation with the Client, shall maintain and implement an emergency response plan for the FACILITIES that shall be in compliance with all applicable regulations. The emergency response plan shall be reviewed and updated annually.

    Within the first 6 months of operations, W&C will evaluate the city's response plans specific to emergency and routine response to sewer line breaks and leaks, sewer lift station maintenance to include a wet well cleaning and inspection program. A detailed evaluation of emergency generators assigned to the sewer lift stations will be conducted to identify immediate repairs required and critical spare parts inventory.

    W&C will meet will the city's preferred vendors / subcontractors to confirm emergency response efforts between all parties involved, i.e. subcontractors, city personnel and W&C on sight and support staff. This shall include the city's electrical group, and W&C's asset management technical staff, in cooperation with implementing industry best maintenance management practices to include predictive maintenance on electrical, mechanical and motor control equipment and switch gear.

14. **Facilities Inventory.** W&C will prepare a complete inventory of spare parts, and materials on site at **the** commencement of the term of this Agreement, to be submitted within two months of the commencement date.

15. **Wet Well Management and Grit Disposal.** W&C shall be responsible for handling and disposing of residuals generated by the FACILITIES in a manner consistent with all applicable regulations, except to the extent of any compliance issues resulting from the presence of undetected hazardous substances introduced by the Client. W&C will perform all services and testing required in the Agreement and under current laws and regulations. W&C is not responsible for liability imposed by future changes in laws or regulations without an amendment to the Agreement. During the Term of the Agreement, W&C shall be responsible to monitor and advise the Client of any changes in the laws or regulations that might require an amendment to the Agreement in this regard. The Client will hold W&C harmless from liabilities that are inconsistent with the foregoing.

    Within the first 6 months of operations, W&C will draft, for the city's review and approval, a formal wet well cleaning and inspection program for the 64 sewer lift stations. In implementing such a program, this will allow for pump optimization at each station, reduce odors with a wet well level control strategy, reduce downtime of select pumps due to de-ragging and unclogging efforts, clear wet wells of grit and debris which will extend the useful life of pump equipment to include impellors, volutes, and motors.

16. **Vehicle Maintenance.** Light Vehicle maintenance and repair will continue to be performed by the Client's maintenance staff.

Exhibit C - 2

Annual Budget

The table below reflects the Annual Budget for 12 months' worth of expenses for the period October 1st through September 30th for the Operations and Management of the City of Bradenton's Mechanical and Collection departments as an amendment to Resolution Number 25-37 (5114195v1) dated May 5, 2025

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
Direct Salary & Benefits	$1,726,053
Utilities and Fuel Costs	$68,340
Chemical Costs	$700,000
Maintenance and Repair Costs	$881,828
Miscellaneous Operating /Equipment Costs	$281,962
Overhead Costs	$537,991
Subtotal Costs	$4,196,174
Fixed Fee for First Twelve (12) Months	$335,694
Transition Fee Component ($226,771/Amortized over 5 years, 60 months)	$45,354
Total Budgeted Costs	$4,577,222

Exhibit C-3

Transition Cost Termination Schedule For Collections and Mechanical

Termination Year	Amount Owed
Year 1 / 2026	$181,417
Year 2/ 2027	$136,063
Year 3/ 2028	$90,709
Year 4/ 2029	$45,355
Year 5/ 2030	$0

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

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

SUBJECT: School Zone Speed Camera Annual Report

SUGGESTED ACTION: Approval of School Zone Speed Camera Annual Report

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Presentation of the FY 2024-25 Annual School Zone Speed Camera Report.

FINANCIAL IMPACT:
$389,766 Public Safety Initiative
$50,045 Crossing Guard Program
$77,780.99 Clerk of Court (paid uniform traffic citations)

ATTORNEY REVIEW/RECOMMENDATION:
Police Legal Advisor reviewed.

SUGGESTED MOTION:
No motion is required.

ATTACHMENTS:
School Zone Speed Camera Annual Report

Bradenton Police Department
Inter-office Memorandum

DATE: October 29, 2025

TO: Josh Cramer
Chief of Police

FROM: Jeremy Giddens
Grant / Speed Camera Specialist

SUBJECT: School Zone Speed Camera Program Annual Report

Background

During the 2023 Florida Legislative session, lawmakers passed House Bill 0657 and Senate Bill 0766, which created and amended several Florida Statutes. These changes authorized local jurisdictions to establish and operate school-zone speed-detection systems. On March 12, 2024, a speed study found that 3,464 drivers exceeded the posted speed limit by 11 mph or more in a single day in the nine school zones within the City of Bradenton.

On May 22, 2024, Ordinance 4043 was revised and adopted, creating Section 50-82, which authorized the placement and installation of speed detection systems at the following schools: Manatee Elementary, Bradenton Christian, Ballard Elementary, Sea Breeze Elementary, H.S. Moody Elementary (shared with Sugg Middle), Jessie P. Miller Elementary, Robert H. Prine Elementary, G.D. Rogers Garden-Bullock Elementary, and Manatee High School. On July 24, 2024, the City of Bradenton entered into an agreement with RedSpeed Florida to install and operate speed cameras at these schools.

Implementation

Between July 2024 and October 2024, the Bradenton Police Department, along with RedSpeed Florida, installed and implemented school zone speed cameras at the nine school zones identified within the initial speed study. Two active cameras were initially deployed at Bradenton Christian School and Jessie P. Miller Elementary. The 30-day public warning period began on October 21, 2024, and notices of violation (NOVs) started on November 21, 2024.

Additionally, the 30-day public warning period for Manatee Elementary, Ballard Elementary, Sea Breeze Elementary, H.S. Moody Elementary (shared with Sugg Middle), Robert H. Prine Elementary, G.D. Rogers Garden-Bullock Elementary, and Manatee High School began on December 12, 2024. Notices of violations (NOV) for these schools started on January 13, 2025.

Sworn and civilian employees received training on issuing notices of violation (NOV) and uniform traffic citations using the speed camera program.

Bradenton Police Department
Inter-office Memorandum

Discussion

From October 1, 2024, through September 30, 2025, 16,937 notice of violations were issued, of which 2,928 were converted to uniform traffic citations, 11 violations were contested locally, and eight were upheld, while the hearing officer dismissed three. 10,460 notices of violations were paid. In total, $1,001,256 was collected and distributed in accordance with Florida Statutes, with the City of Bradenton collecting $389,766 for public safety initiatives and $50,045 supporting the school crossing guard program. Of the collected funds, $189,256 was spent on police vehicles, $200,510 is currently held for police initiatives, and an additional $77,780.99 was received from the clerk of court from paid citations.

The Florida Department of Transportation (FDOT) has conducted field reviews and pedestrian counts at Jessie P. Miller and Manatee Elementary schools along State Road 64. The Florida Department of Transportation (FDOT) concluded that a school zone is not warranted for Jessie P. Miller. However, FDOT has determined that a school zone is warranted on State Road 64 in front of Manatee Elementary, with construction plans for its installation set to begin in December 2025. An additional traffic study will be required to determine whether SR 64 at Manatee Elementary warrants speed enforcement, once the area is designated as a school zone.

Multiple social media announcements informed the public about the deployment of speed cameras. Local print publications and traditional news outlets also shared this information. This public outreach has continued throughout the program to ensure visibility, awareness, and compliance. Additionally, the Bradenton Police Department updated its website with relevant information and links for the public, along with a public service announcement (PSA) to further engage the community. Regularly, the Bradenton Police Department conducts quality control inspections of the nine school zones, evaluating community feedback, visibility, and the function of the equipment.

Conclusion

Comparing the initial data from the speed study conducted on March 12, 2024, with data collected on March 4, 2025, shows a significant decline in the number of speeding vehicles. On March 12, 2024, 3,464 cars were speeding by 11 miles per hour or higher over the posted speed limit. On March 4, 2025, 326 cars were speeding by 11 miles per hour or higher over the posted speed limit, or a 90.58% year-over-year reduction in speeding within the nine school zones where speed cameras have been installed. Comparing 30 days from August 11, 2025, to September 10, 2025, a total of 2,376 violations were issued and between September 11, 2025, to October 11, 2025, a toal of 1,259 violations were issued or a 47% reduction of speeding month to month during the first 60 days of the current school year, still lower than the 3,464 cars speeding on March 12, 2024 during the intial speed study. The highest recorded speed between October 1, 2024, and September 20, 2025, was 73 mph in a posted 40 mph zone on May 14, 2025, traveling northbound on 59th St West in front of Moody Elementary and Sugg Middle School.

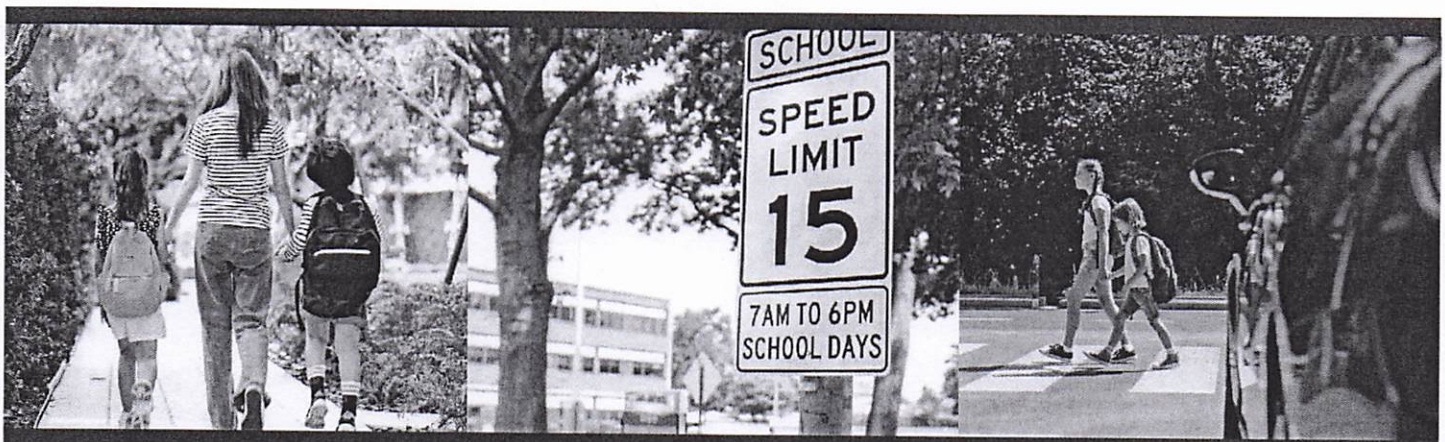
It is important to note that the data collected thus far shows a reduction in speeding and increased compliance with posted speed limits within the City of Bradenton.

RedSpeed®

School Zone Speed Study

Conducted by RedSpeed for City of Bradenton

March 12th, 2024



CONTACT Greg Parks, *VP of Sales* | greg.parks@redspeed.com | 913–575-2912

RedSpeed traffic studies demonstrated more than 100 daily drivers exceeding the posted speed by more than 10+ mph at *eleven (11)* City of Bradenton school zones.

Schools Studied	Street	Violators 10+ over
Manatee Elementary School	15th St. E	978
Bradenton Christian School	43rd St W	396
Ballard Elementary School	9th Ave. W	322
Sea Breeze Elementary School	71st St W	319
Moody Elementary (Shares with Sugg Middle)	59th St. W	308
Miller Elementary School	43rd St W	304
Prine Elementary School	Southern Pkwy. W	299
G.D Rodgers Elementary School	13th Ave. W	163
Moody Elementary (Shares with Sugg Middle)	38th Ave W	131
Manatee High School	9th Ave. W	125
Prine Elementary School	34th Ave Dr W	119
G.D Rodgers Elementary School	17th Ave. W	N/A
		3,464

RedSpeed® Florida,LLC

VIOLATION STATUS BY LOCATION (based on violation date)

Date: 03/04/2025 - 03/04/2025

LOCATION	WORKING VIOLATIONS	POLICE REVIEW QUEUE	DISMISSED	NOV	PAID	ADMIN. HEARING	FINAL ADMIN ORDER	UTC ELIGIBLE	UTC	REFUND
3500 Block NB 43rd St W @ Bradenton Christian School, Bradenton	8		1	7	6				1	
3500 Block SB 43rd St W @ Bradenton Christian School, Bradenton	5			5	3				2	
700 Block NB 43rd St W @ Miller Elementary School. Bradenton										
NB 15th St. E @ Manatee Elementary School , City of Bradenton	106		36	70	70					
SB 15th St. E @ Manatee Elementary School , City of Bradenton	91		34	57	57					
EB 9th Ave. W @ Ballard Elementary School , City of Bradenton	19		4	15	11				4	
WB 9th Ave. W @ Ballard Elementary School , City of Bradenton	18		3	15	9				6	
NB 71st St W @ Sea Breeze Elementary School , City of Bradenton	15			15	11				4	
SB 71st St W @ Sea Breeze Elementary School , City of Bradenton	1			1					1	
NB 59th St. W @ Moody Elementary and Sugg Middle , City of Bradenton	5			5	3				2	
SB 59th St. W @ Moody Elementary and Sugg Middle , City of Bradenton	4			4	2				2	
EB Southern Pkwy. W @ Prine Elementary School , City of Bradenton	11			11	10				1	
WB Southern Pkwy. W @ Prine Elementary School , City of Bradenton	15			15	10				5	
EB 13th Ave. W @ G.D Rodgers Elementary School, City of Bradenton	4			4	2				2	
WB 13th Ave. W @ G.D Rodgers Elementary School, City of Bradenton	11		1	10	9				1	
EB 38th Ave W @ Moody Elementary School, City of Bradenton										

LOCATION	WORKING VIOLATIONS	POLICE REVIEW QUEUE	DISMISSED	NOV	PAID	ADMIN. HEARING	FINAL ADMIN ORDER	UTC ELIGIBLE	UTC	REFUND
WB 38th Ave W @ Moody Elementary School, City of Bradenton	1			1	1					
EB 9th Ave. W @ Manatee High School, City of Bradenton	2		2							1
WB 9th Ave. W @ Manatee High School, City of Bradenton	4			4	2				2	
EB 34th Ave Dr W @ Prine Elementary School , City of Bradenton	2			2	2					
WB 34th Ave Dr W @ Prine Elementary School , City of Bradenton	3			3	1				2	
700 Block SB 43rd St W @ Miller Elementary School. Bradenton	1			1	1					
	326		**81**	**245**	**210**				**35**	**1**

RedSpeed® Florida,LLC

Payment Summary - Speed

From: 10/01/2024
To: 09/30/2025

Florida, Bradenton

Over/Short	$1,006.00
Hearings	$150.00
Public Safety Initiative	$389,766.00
FL Dept of Revenue	$200,180.00
FDLE Training	$30,027.00
County School District	$120,108.00
Crossing Guard	$50,045.00
RedSpeed	$209,874.00
Total	**$1,001,156.00**

Annual Summary Report
Bradenton

From 10/01/2024 to 09/30/2025

NOV's Issued	16,937
NOV's Contested at Hearing	11
NOV's Upheld at Hearing	8
NOV's Dismissed at Hearing	3
NOV's Issued as UTC	2,928
NOV's Paid	10,460

PLEASE NOTE: Data contained in this report is based on violation date. The above categories are required per Florida State Statute 316.0776 (3)(c)2

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: No action is needed

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Proposed Purchase and Sale Agreement between New Rogers Garden Limited Partnership and the Housing Authority of the City of Bradenton and the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The acquisition of this 11.3 acre parcel is essential to the City Park Project. It will provide the land necessary for many components of the project to include land and site development for the Police Athletic League ("PAL") facility; stormwater facility; and co-permitted on-site retention and control.

FINANCIAL IMPACT:
Purchase price of up to $1,525,000.00 to include: reimbursement of land costs of $1,350,000.00; transaction, administrative and legal costs of up to $150,000.00 and survey costs of $25,000.00. The property was appraised for $2,700,000.00.

A major portion of the land/stormwater costs to be funded through existing project grant appropriations.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Blalock Walters, P.A.

SUGGESTED MOTION:
Motion to approve proposed Purchase and Sale Agreement and authorize the Mayor to execute on the behalf of the City.

ATTACHMENTS:
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT
(Bradenton Village)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2025 (the "Effective Date"), by NEW ROGERS GARDEN, LIMITED PARTNERSHIP ("New Rogers"), a Florida limited partnership and HOUSING AUTHORITY OF THE CITY OF BRADENTON, FLORIDA, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes (the "Seller"), and CITY OF BRADENTON, a municipal corporation of the state of Florida ("Buyer").

New Rogers holds the leasehold interest in the Property (as defined below) and Seller owns the fee interest in the Property. New Rogers and Seller shall terminate the leasehold interest on the Property contemporaneously with or prior to Closing on the fee interest in the Property. Buyer shall purchase the fee interest on the Property from Seller and the leasehold interest on the Property shall be terminated for the Property. This Agreement and the obligations hereunder are conditioned upon receiving approval of the Board of Directors of Seller within forty-five (45) days of the Effective Date.

In consideration of the mutual covenants and agreements set forth herein, New Rogers, Seller and Buyer hereby agree as follows:

1. Sale and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller and Seller and New Rogers agree to terminate the leasehold interest, on and subject to the terms and conditions herein set forth, the parcels of real property situated in the City of Bradenton, Manatee County, Florida, together with all other improvements and amenities thereon and appurtenances thereto, and is more particularly described in Exhibit A attached hereto (collectively, the "Property").

2. Purchase Price and Payment. The purchase price is $1,350,000.00 (the "Purchase Price") and such shall be paid to New Rogers and, subject to adjustments provided for herein including Section 8 of this Agreement in immediately available funds upon the closing (the "Closing") of the transaction contemplated by this Agreement (the "Transaction"). Regarding, the Purchase Price approximately $1,150,000.00, subject to final accounting, shall be distributed to Patricia Broullire (less the $200,000 already distributed to the limited partner) and the remaining Purchase Price amount shall be distributed evenly to the co-general partners who are Bradenton Village GP 5, LLC and New Rogers Garden Partners, Inc. In addition at Closing, Buyer shall reimburse Wingate Acquisitions, LLC ("Wingate") for costs incurred to date and included in the attached budget as Exhibit C up to $100,000.00. At Closing, Buyer shall pay Wingate Residential LLC, a transaction management fee in the amount of $150,000.00. At Closing, Buyer shall reimburse Seller, up to $50,000.00 for closing costs and expenses related to this Agreement including Seller's reasonable attorney's fees. The consideration being paid to New Rogers, Wingate and Wingate Residential are not only for costs incurred to date but also for their expertise in coordination and assistance to Seller to clear issues raised by Buyer upon receipt of the Survey and Title Commitment or other matters raised under this Agreement.

3. Earnest Money.

(a) Amount. Within three (3) business days after the Effective Date, Buyer shall deposit the sum of $50,000 (the "Earnest Money") in immediately available funds with Chicago Title Insurance Company (the "Title Company"). Upon Closing, the Earnest Money shall be released by the Title Company and applied as a credit against the Purchase Price.

(b) Application. If Buyer terminates this Agreement prior to the expiration of the Due Diligence Period in accordance with Section 4, the Earnest Money shall be returned to Buyer by the Title Company (less $100 which the Title Company shall pay to Seller as consideration for this Agreement). If Buyer does not so terminate this Agreement, then the Earnest Money shall become non-refundable immediately upon the expiration of the Due Diligence Period except as otherwise expressly provided in this Agreement.

(c) Escrow Provisions. Title Company shall serve as escrow agent for the Transaction. Title Company shall hold the Earnest Money in an account reasonably acceptable to Seller and Buyer (which shall be an interest-bearing account) and shall disburse the Earnest Money in accordance with this Agreement. Any interest earned on the Earnest Money shall be added to and become a part of the Earnest Money, and shall follow the Earnest Money. The obligations of Title Company hereunder are purely ministerial in nature and are limited to the safekeeping and disposition of the Earnest Money and the Purchase Price in accordance with this Agreement. Title Company shall incur no liability in connection with the safekeeping or disposition of the Earnest Money; and/or Purchase Price for any reason other than Title Company's willful misconduct or gross negligence. If Title Company is in doubt as to its obligations with respect to the Earnest Money, or if Title Company receives conflicting instructions from Buyer and Seller with respect to the Earnest Money, Title Company shall not be required to disburse the Earnest Money and may, at its option, continue to hold the Earnest Money until both Buyer and Seller agree as to its disposition, or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Title Company may interplead the Earnest Money in accordance with the laws of the state in which the Property is located. Title Company shall not be responsible for any interest on the Earnest Money, if applicable, except as it is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon. Title Company shall execute this Agreement solely for the purpose of being bound by the provisions of this Section 3(c).

4. Due Diligence.

(a) Due Diligence Period. Buyer shall have the period from the Effective Date until 5:00 p.m. Eastern Time on the date which is sixty (60) days after the Effective Date (such period being called the "Due Diligence Period") to determine that the Property and the financial prospects for the ownership and operation of the Property are satisfactory to Buyer in Buyer's sole and absolute discretion. Buyer may terminate this Agreement by giving notice of termination to Seller prior to the end of the Due Diligence Period. If Buyer terminates this Agreement without liability or obligation owing to Seller prior to the end of the Due Diligence Period then the Title Company shall refund the Earnest Money to Buyer (less $100 which the Title Company shall pay to Seller as consideration for this Agreement), and all further rights and obligations of the parties under this Agreement shall terminate, except for obligations that

expressly survive termination. If Buyer does not terminate this Agreement by the end of the Due Diligence Period, then Buyer shall have no further right to terminate this Agreement pursuant to this Section 4(a), and the Earnest Money shall become non-refundable as provided in Section 3 hereof, except as otherwise provided in this Agreement; and for further clarification, this does not limit Seller's right to terminate this Agreement pursuant to other terms and conditions of the Agreement and have the Earnest Money released back to Buyer or Seller, as indicated pursuant to the terms of this Agreement.

(b) Access. Buyer and Buyer's agents shall, during the Due Diligence Period, have access to the Property at times scheduled reasonably in advance (no less than two (2) business days' advance notice) with Seller during normal business hours for the purpose of inspecting and testing the Property ("Buyer's Activities"), provided that (i) Buyer shall use commercially reasonable efforts to avoid damage to the Property as a result of Buyer's Activities, (ii) Buyer shall not conduct invasive or destructive testing (including, without limitation, an environmental Phase II investigation) without Seller's prior written consent, (iii) Buyer's Activities shall be conducted at Buyer's sole cost and expense, (iv) Buyer and Buyer's agents will only be permitted such access when accompanied by Seller or a representative of Seller, (v) Buyer will indemnify, defend and hold Seller harmless from all liens, claims, losses, damages and liabilities suffered by or asserted against Seller (including without limitation any damage to property or injury to persons) as a result of any of Buyer's Activities; notwithstanding the foregoing, the parties acknowledge and agree that any indemnification provided by the Buyer shall not be construed as a waiver of the Buyer's sovereign immunity and shall be subject to the monetary limitations of Section 768.28, Fla. Stat., (vi) intentionally omitted, (vii) intentionally omitted and (viii) intentionally omitted. Prior to any entry by Buyer or Buyer's agents under this Section 4(b), Buyer shall furnish to Seller evidence of liability insurance maintained by Buyer or Buyer's agents with coverages and limits reasonably satisfactory to Seller. If any inspection or test disturbs or damages the Property, Buyer shall promptly repair and restore the Property to substantially the same condition as existed prior to any such inspection or test. This Section 4(b) shall survive the termination of this Agreement or the Closing.

5. Title Insurance; Survey. Buyer shall obtain the following at its sole cost and expense (a) a title insurance commitment for the Property (the "Title Commitment") issued by the Title Company through its agent, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 200 East Las Olas Boulevard, Suite 2100, Fort Lauderdale, Florida 33301, and (b) a survey of the Property (the "Survey"). Buyer shall provide written objections to Seller of any defects or objections of title to the Property disclosed by such Title Commitment or the Survey (any such title exception or survey matter to which Buyer objects being called a "Noted Exception") by written notice given to Seller not later than the date that is five (5) business days prior to the end of the Due Diligence Period. Seller may, within five (5) business days after Buyer gives Seller such notice of a Noted Exception(s) (such five business day period being called the "Response Period"), give Buyer written notice that Seller will cure or use commercially reasonable efforts to cure any such Noted Exceptions at or prior to Closing, in which event Seller will cure or use commercially reasonable efforts to cure any such Noted Exceptions at or prior to Closing. If Seller does not, within the Response Period, give Buyer written notice that Seller will cure or use commercially reasonable efforts to cure a Noted Exception to which Buyer has objected as provided above, Buyer may, by written notice given to Seller, prior to the expiration of the Due

Diligence Period, terminate this Agreement by giving written notice to Seller, in which case the Earnest Money shall be returned to Buyer (less $100 which the Title Company shall pay to Seller as consideration for this Agreement). If Buyer does not so terminate this Agreement, Buyer will be deemed to have waived the objection to the Noted Exception and the Transaction shall proceed without reduction in the Purchase Price. If Seller notifies Buyer during the Response Period that Seller will cure or use commercially reasonable efforts to cure any Noted Exception, but Seller fails to cure such Noted Exception by the Outside Closing Date (as defined below), then Buyer may refuse to close the Transaction by reason of such Noted Exception, in which case the Earnest Money shall be returned by the Title Company to Buyer and the Agreement shall be terminated (less $100 which the Title Company shall pay to Seller as consideration for this Agreement). However, if Buyer does not refuse to close the Transaction by reason of such Noted Exception, Buyer shall be deemed to have waived its objection to such Noted Exception. The title exceptions and Survey matters to which Buyer does not object as provided above, together with any Noted Exceptions to which Buyer objects but subsequently waives its objection, are collectively called the "Permitted Exceptions;" provided that the lien for real estate taxes and assessments will in any event be a Permitted Exception. Buyer shall be solely responsible for all due diligence costs. Buyer shall be solely responsible for the cost of acquiring a Survey and any title insurance policies obtained by Buyer. The parties recognize that some of the title issues raised in the letter of Noted Objection shall require written approval and sign off from the US Department of Housing and Urban Development ("HUD") and Wingate is coordinating such review and approval by HUD and all parties shall reasonably work with HUD during such HUD review period. The parties acknowledge and agree that obtaining written approval of the Transaction from HUD is a condition to Closing and in the event HUD does not approve the Transaction, this Agreement shall terminate, the parties shall be released from all obligations hereunder and the Earnest Money shall be returned to the Buyer.

6. Property Information. Seller shall deliver to Buyer, to the extent that Seller has not already done so, true and complete copies of the following, to the extent the same are in Seller's possession and/or control: (a) any existing title insurance policies for the Property; (b) any existing surveys relating to the Property; (c) intentionally deleted; and (d) any permits or licenses relating to the ownership or operation of the Property (collectively, the "Due Diligence Materials"). Seller will furnish such additional documents and information regarding the Property as are reasonably requested by Buyer from time to time prior to Closing and in the possession or control of Seller. Buyer acknowledges and agrees that any Due Diligence Materials provided pursuant to this Paragraph by Seller to Buyer are made without any representations or warranties as to the accuracy or contents thereof, and Buyer acknowledges and agrees that it shall not be entitled to rely upon any such materials.

7. Deed. Seller shall convey the Property to Buyer by a special warranty deed substantially in the form of Exhibit B attached hereto, free and clear of all liens, encumbrances and other exceptions to title except Permitted Exceptions. Buyer shall pay all transfer and conveyance taxes and fees in connection with the conveyance of the Property. Buyer shall pay any and all recording charges. Buyer and Seller shall each pay their own attorneys' fees in connection with the Transaction.

8. Prorations. In accordance with Section 196.99, Florida Statutes, Buyer and Seller are exempt from payment of real, personal, and intangible taxes and, therefore, there shall be no proration of the current year's real, personally, and intangible property taxes, if any, for the Property.

9. Risk of Loss by Condemnation or Casualty. Prior to the Closing Date, the risk of loss shall be borne by the Seller. All risk of loss shall be assumed by Purchaser as of the Closing Date. Buyer shall not have a termination right as it relates to casualty and shall have a termination right for a material condemnation which has not been caused by the Buyer.

10. Closing.

(a) General. The Closing shall occur in escrow through the Title Company on such date as the parties may agree but in any case no later than December 31, 2026 (the "Outside Closing Date"). The escrow fees, if any, of the Title Company shall be borne by Buyer. Buyer may close prior to the Outside Closing Date by providing New Rogers and Seller thirty (30) days' notice. Except as otherwise set forth herein, Buyer shall be responsible for all of its closing costs incurred in connection with the Transaction and for the reimbursement of Seller's closing costs and expenses pursuant to Section 2 above. The Transaction shall be closed by Buyer and Seller executing and delivering into escrow with the Title Company the deliverables set forth in Section 11(c) and Section 11(d) below, as applicable, together with any other documents that the Title Company may reasonably require as a condition to issuing the title insurance policy and closing escrow. Possession of the Property shall be given to Buyer upon Closing, subject to any Permitted Exceptions. At Closing, Buyer shall reimburse, at an amount not to exceed $25,000.00, Wingate Residential LLC for the previous survey on the Property.

(b) Seller's Closing Deliverables. At the Closing, Seller shall execute and deliver the following into escrow with the Title Company:

(i) the Deed;

(ii) an Owner's Affidavit in form reasonably acceptable to Seller and reasonably acceptable to the Title Company that, would allow deletion of any exception for mechanic's or materialmen's liens, any exception for unpaid taxes (other than an exception for taxes for the year of Closing and subsequent years not yet due or payable) or any exception for rights of parties in possession (other than tenants under residential leases), and to thereby issue Buyer an Owner's Policy of Title Insurance containing no exceptions other than the Permitted Exceptions;

(iii) a Form 1099S;

(iv) a certificate meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended;

(v) a signed counterpart to a settlement statement prepared by the Title Company specifying the Purchase Price, prorations, adjustments and costs in connection with the Transaction (the "Settlement Statement");

(vi) if applicable, evidence of the authority of Seller's representative to execute and deliver the closing documents and to consummate the transaction, as reasonably requested by the Title Company;

(vii) and termination of those certain memorandum of leases that cover the Property or partial termination of those certain memorandum of leases that cover the Property and additional property.

(viii) such other documents in form reasonably acceptable to Seller as are reasonably required by Title Company to consummate the transaction or required to be delivered pursuant to this Agreement.

(d) Buyer's Closing Deliverables. At the Closing, Buyer shall execute and deliver the following into escrow with the Title Company:

(i) the Purchase Price, adjusted in accordance with the provisions of this Agreement including, without limitation, Sections 2, 3 and 8 hereof, payable in immediately available federal funds wire transferred to an account designated by Seller in writing to Buyer;

(ii) a signed counterpart of the Settlement Statement; and

(iii) such other documents in form reasonably acceptable to Buyer as are reasonably required by Seller or Title Company to consummate the transaction or required to be delivered pursuant to this Agreement.

12. Brokers. Buyer and Seller each represent and warrant to the other that it has incurred no liability to any broker or agent for the payment of any commission arising from the Closing of the sale contemplated hereby.

13. Representations and Warranties. Seller represents and warrants to Buyer that:

(a) Seller has full power and authority to sell the Property to Buyer in accordance with this Agreement, and Seller will deliver documentation authorizing the sale to the Title Company prior to Closing;

(b) Seller has not received any written notice of any unresolved or unsettled claim, lawsuit, action or other proceeding that affects or may reasonably be expected to materially and adversely affect the Property;

(c) Except for the Permitted Exceptions and easements, covenants, conditions, and restrictions of record, Seller is not a party to any contracts or agreements affecting the Property that will bind the Property or Buyer after Closing;

The foregoing representations and warranties shall be true as of Closing and shall survive Closing for a period of three (3) months. The obligation of Buyer to consummate this Transaction is expressly subject to and conditioned upon the foregoing representations and warranties being true as of Closing.

14. "As-is" Sale. Buyer acknowledges that Buyer is relying solely upon its own inspections with regard to the condition of the Property, and that Buyer is purchasing the Property "as is," without any representation or warranty by Seller whatsoever, whether express or implied, as to the condition of the Property, or as to its fitness for any particular purpose, all of which are expressly disclaimed by Seller. Without limiting the generality of the immediately preceding sentence, Buyer's purchase of the Property is made without any representation or warranty by Seller as to the environmental condition of the Property. The above provisions of this Section 14 are subject to any express representations and warranties set forth in this Agreement. In the event that Seller furnishes to Buyer copies of any environmental or other reports regarding the condition of the Property, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of such reports or the competence of the preparer of such reports, Seller shall have no obligations to Buyer with respect to such reports, and Buyer shall have no right to rely on such reports.

15. Actions Pending Closing. Until the date of Closing, Seller shall: (a) not, without the prior written consent of Buyer which consent shall not be unreasonably withheld, conditioned, or delayed, enter into any agreement or take any action that would encumber the Property after Closing, that would bind Buyer or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property; and (b) promptly after Seller receives written notice thereof, advise Buyer of any litigation, arbitration or administrative proceeding concerning or affecting the Property.

16. Default.

(a) Seller Default. If the sale of the Property is not consummated due to Seller's breach of this Agreement which is not cured within five (5) business days after written notice from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to receive the return of the Earnest Money.

(b) Buyer Default. If Buyer fails or refuses to perform Buyer's obligations under this Agreement for any reason other than default by Seller in the performance of Seller's obligations, then, as Seller's sole and exclusive remedy, the Earnest Money shall be released to New Rogers by the Title Company as liquidated damages, the parties acknowledging

that Seller's actual damages would be difficult to ascertain and that such liquidated damages is the parties' best estimate of such damages.

(c) New Rogers Default. If the sale of the Property is not consummated due to New Rogers' breach of this Agreement which is not cured within five (5) business days after written notice from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to receive the return of the Earnest Money.

17. Notices. Any notice required or intended to be given under the terms of this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time and either (a) sent by overnight delivery using a nationally recognized overnight courier, with a copy by email, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email delivery, in which case notice shall be deemed delivered upon transmission of email delivery to the proper email address, or (c) sent by personal delivery, with a copy by email, in which case notice shall be deemed delivered upon receipt. Notices may be given on behalf of Seller or Buyer by their respective attorneys. Initially, the addresses for the parties shall be:

If to New Rogers	New Rogers Garden Limited Partnership Attn: John Tatum 100 Wells Avenue Newton, MA 02459 Email: jtatum@wingatecompanies.com
If to Seller	Housing Authority of the City of Bradenton, Florida 2002 9th Ave East Bradenton, Florida 34208 Attn: Executive Director
With a copy to:	Arnall Golden Gregory LLP 2100 Pennsylvania Avenue NW Suite 350S Washington, D.C. 20037 Attn: Kelly Bissinger, Esq. Email: kelly.bissinger@agg.com Saxon Gilmore & Carraway, P.A. 201 E. Kennedy Blvd., Suite 600 Tampa, Florida 33602 Attn: Jozette Chack-On, Esq.
If to Buyer:	Rob Perry City Administrator 101 12th Street West

Bradenton, FL 34205

with a copy to: William Robinson, Jr., Esq. and Scott E. Rudacille, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Email:wrobinson@blalockwalters.com;
srudacille@blalockwalters.com

18. Assignment. Buyer may not assign Buyer's rights or obligations under this Agreement other than to an entity controlled by Buyer; provided that, with written notice to Seller, Buyer may assign this Agreement to a qualified intermediary or an exchange accommodation title holder in connection with a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, as amended (an "Exchange"). Buyer will not be released from its obligations under this Agreement by reason of any assignment by Buyer. Seller may assign this Agreement without the consent of Buyer, including, without limitation, to a qualified intermediary or an exchange accommodation title holder in connection with an Exchange. Subject to the foregoing provisions of this Section 18, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

19. Like-Kind Exchange. Seller and Buyer shall cooperate fully with the other in order to facilitate Buyer's or Seller's desire to structure the purchase of the Property as part of an Exchange, if Buyer or Seller elects to effect an Exchange; provided that: (a) the Exchange shall not affect or diminish Buyer's or Seller's rights under this Agreement; (b) neither Seller nor Buyer shall be required to acquire or hold title to any real property for purposes of consummating the Exchange (Buyer or Seller may use a qualified intermediary or exchange accommodation title holder to acquire or hold title) and (c) with respect to any Exchange, the non-exchanging party shall not incur any out-of-pocket expense in facilitating the Exchange for the exchanging party (other than for review of documents related to the Exchange). Neither Seller nor Buyer make representations or guarantees to the other that the Transaction will result in any particular tax treatment or will qualify as an Exchange.

20. Miscellaneous. The covenants, agreements, representations and warranties of Seller and Buyer under this Agreement shall not survive Closing, except as otherwise expressly provided herein.

(a) Time is of the Essence; Days. Time is of the essence with respect to each date in this Agreement. If the day by which any action is to be taken, any notice is to be given or any document or information is to be furnished pursuant to this Agreement is not a business day, then the time for the taking of such action, giving of such notice or furnishing of such document or information shall be automatically extended to the next subsequent business day. As used herein, "business day" shall mean any day other than a Saturday, Sunday or legal holiday.

(b) Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully

severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

(c) Construction. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, where the sense requires. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, in being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement. The headings to the Sections of this Agreement have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

(d) Limitation on Seller's Liability. Buyer hereby agrees that no partner, limited or general, or any officer, director, employee, member, manager, trustee, beneficiary, or other direct or indirect owner of a Seller, shall have any liability hereunder whatsoever. In no event shall Seller be liable to Buyer for any exemplary or punitive damages for or in connection with any matter arising out of or in connection with this Agreement. The provisions of this Section 20(d) shall survive the Closing.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations regarding the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by the parties hereto.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original document.

(g) Facsimile Signatures; Electronic Signatures. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file, and if so signed, (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes. This Agreement may be electronically signed, and the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

(i) Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(j) No Announcements. Neither Buyer nor Seller, nor any officer, director, shareholder, employee, agent or affiliate of Buyer or Seller, shall make any announcements or disclosures of any information related to this Agreement (including, but not limited to, the Purchase Price) to outside brokers or third parties, before or after any Closing,

without the prior written specific consent of the other party, except as required by law. Both parties may disclose this Agreement to their respective lenders, prospective lenders, partners, prospective partners, investors, prospective investors, creditors, officers, employees, consultants, attorneys and agents as necessary in connection with pursuing and consummating the Transaction.

[*Signature Page Follows*]

Seller and Buyer have executed this Agreement as of the Effective Date.

NEW ROGERS:

NEW ROGERS GARDEN LIMITED PARTNERSHIP,
a Florida limited partnership

By: Bradenton Village GP 5, LLC, a Florida limited liability company, its general partner

By: _____
Name: John Tatum
Title: President

SELLER

HOUSING AUTHORITY OF THE CITY OF BRADENTON, FLORIDA, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes

By: _____
Name: Robert E. Rogers, Jr.
Title: Chairman

BUYER:
CITY OF BRADENTON,
a municipal corporation of the state of Florida

By: _____
Name: Gene Brown
Title: Mayor

TITLE INSURANCE COMPANY:
For the sole purpose of agreeing to be bound by Section (c):

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A – Legal Description of the Property
EXHIBIT B – Form of Deed
EXHIBIT C- Budget

EXHIBIT A

Legal Description of the Property

PARCEL 1:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE S89°55'30"E, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1359.18 FT.; THENCE N00°04'30"E, PERPENDICULAR WITH SAID SOUTH LINE, A DISTANCE OF 265.72 FT. FOR A POINT OF BEGINNING; THENCE N00°14'07"W, 366.76 FT.; THENCE N89°45'53"E, 50.00 FT., THENCE N00°14'07"W, A DISTANCE OF 502.63 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THAT CERTAIN EASEMENT #7 (DRAINAGE/FLOWAGE EASEMENT NORTH) AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1718, PAGE 4873, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°59'15"E, ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 422.72 FT. TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF "3RD STREET WEST", SAID RIGHT-OF-WAY BEING VACATED BY RESOLUTION RECORDED IN_OFFICIAL RECORDS BOOK 1672, PAGE 1637, SAID PUBLIC RECORDS; THENCE S00°14'07"E, ALONG SAID WESTERLY VACATED RIGHT-OF-WAY, A DISTANCE OF 1083.20 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF "17TH AVENUE WEST"; THENCE S85°33'35"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 228.70 FT.; THENCE N00°14'07"W, A DISTANCE OF 233.10 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THAT CERTAIN RIGHT-OF-WAY, AS VACATED IN OFFICIAL RECORDS BOOK 1672, PAGE 1637, SAID PUBLIC RECORDS; THENCE S89°33'27"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 244.66 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 2:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE S89°55'30"E, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1380.47 FT.; THENCE N00°04'30"E PERPENDICULAR WITH SAID SOUTH LINE, A DISTANCE OF 17.09 FT. FOR A POINT OF BEGINNING; THENCE N00°00'15"W, A DISTANCE OF 87.76 FT. TO THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 115.50 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°18'02", A DISTANCE OF 53.02 FT. TO THE POINT OF REVERSE CURVATURE (P.R.C.) OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 84.00 FT,; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°04'10", A

DISTANCE OF 38.22 FT. TO THE POINT OF TANGENCY (P.T.) OF SAID CURVE; THENCE N00°14'07"W, 72.84 FT,; THENCE N89°33'27"E, 244.66 FT.; THENCE S00°14'07"E, A DISTANCE OF 233.10 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF "17TH AVENUE WEST, A 66.00 FT. WIDE PUBLIC RIGH-OF-WAY; THENCE S85°33'35"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 225.32 FT. TO THE POINT OF BEGINNING, BEING AND LYING IS SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

Parcel 3:

A parcel of land being a portion of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East, Manatee County, Florida, being described as follows:

Commence at the intersection of the Southwesterly right of way line of Atlantic Coast Line Railroad and the Westerly right of way line of State Road 683 (U.S. 301, Section 13120-2506); thence North 53 degrees 12 minutes 10 seconds West, along said Southwesterly right of way line, a distance of 885.29 feet; thence South 82 degrees 07 minutes 00 seconds West a distance of 10.29 feet to a point on the arc of a curve to the right whose radius point bears North 62 degrees 23 minutes 04 seconds West, at a distance of 47.50 feet; thence Southwesterly along the arc of said curve through a central angle of 99 degrees 25 minutes 15 seconds, a distance of 82.42 feet; thence South 00 degrees 27 minutes 48 seconds West, a distance of 15.42 feet to an intersection with the South right of way line of 13th Avenue West; thence North 89 degrees 40 minutes 56 seconds West along said South right of way line, a distance of 143.17 feet to the Point of Beginning; thence South 00 degrees 00 minutes 00 seconds West, a distance of 129.81 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 357.60 feet to the point of curvature to of a curve to the right having a radius of 167.50 feet; thence Northwesterly along the arc of said curve through a central angle of 78 degrees 00 minutes 31 seconds a distance of 228.05 feet to an intersection with said South right of way line; thence South 89 degrees 40 minutes 56 seconds East along said South right of way line, a distance of 521.45 feet to the Point of Beginning.

EXHIBIT B

FORM OF DEED

Above space reserved for recording

Please return to:

_____
_____
_____
_____

STATE OF FLORIDA

COUNTY OF MANATEE

Tax Parcel ID Nos.: _____

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____ 2025, by and between [_____, a _____] ("GRANTOR"), and [_____, a _____] ("GRANTEE") (the words "GRANTOR" and "GRANTEE" to include their respective successors, successors-in-title, heirs, executors, administrators, legal representatives, and assigns where the context requires or permits);

W I T N E S S E T H:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and for other good and valuable consideration in hand paid by GRANTEE to GRANTOR at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto the said GRANTEE all hose certain tracts or parcels of land lying and being in Manatee County, Florida, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, TOGETHER WITH all buildings and other improvements situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, easements, licenses, benefits and rights-of-way appurtenant thereto (hereinafter the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, easements, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE forever in FEE SIMPLE.

AND GRANTOR covenants and warrants unto GRANTEE that GRANTOR will warrant and forever defend the right and title to the Property unto GRANTEE against the claims of all persons whomsoever, claiming by, through or under GRANTOR, but not otherwise.

[SIGNATURE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered under seal by its duly authorized representative the day and year first above written.

GRANTOR:

[_____], a
[_____]

By: _____ (SEAL)

Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT C

BUDGET

1. Fox Rothchild-$25,000
2. AGG-$30,000
3. Closing Advances-$10,000
4. TBD-$35,000

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Public Works Engineering Report

SUGGESTED ACTION: No action is requested.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Public Works Engineering Report

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

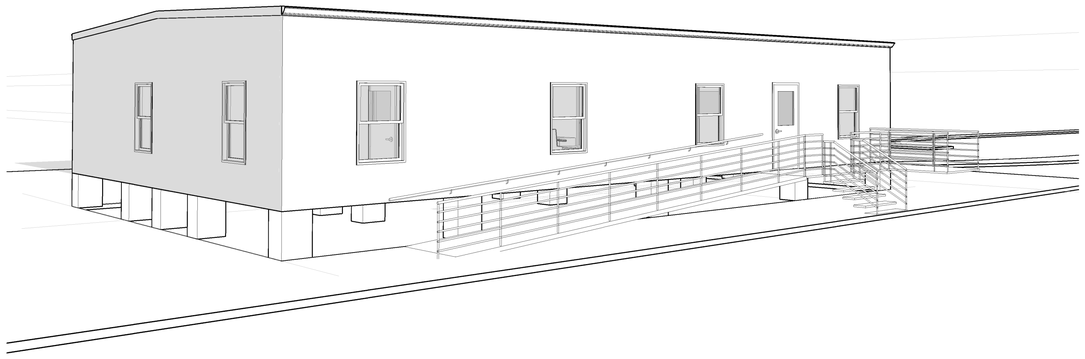
ATTACHMENTS:

CITY OF BRADENTON

PUBLIC WORKS - TEMPORARY BUILDOUT

2145 9TH STREET EAST, BRADENTON FL 34205

OCTOBER 10TH, 2025



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PROJECT TEAM

OWNER:

CITY OF BRADENTON

888 13TH AVE, EAST
BRADENTON, FL 34208

CONTACT: JEAN TOTTI
CONTACT TITLE: CONSTRUCTION PROJECT ADMINISTRATOR

PHONE: 941.462.1999
EMAIL: JEAN.TOTTI@BRADENTONFL.GOV

ARCHITECT:

SWEET SPARKMAN ARCHITECTURE & INTERIORS

1819 MAIN ST, SUITE 400
SARASOTA, FL 34236

CONTACT: RAM VENKAT, AIA
CONTACT TITLE: SENIOR PROJECT MANAGER

PHONE: 941-315-9508
EMAIL: RVENKAT@SWEETSPARKMAN.COM

CIVIL ENGINEER / LANDSCAPE ARCHITECT:

WESTON & SAMPSON

4210 METRO PKWY #230
FORT MYERS, FL 33916

CONTACT: JOSEPH ZONGOL, PE
CONTACT TITLE: REGIONAL DIRECTOR/SENIOR ASSOCIATE

PHONE: 239-737-2013
EMAIL: ZONGOLJ@WSEINC.COM

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

10/9/2025 8:05:35 PM

GENERAL NOTES

1. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR A WATERTIGHT & WEATHERTIGHT BUILDING. THE CONTRACTOR SHALL REVIEW ALL DETAILS RELATING TO THIS INTENT AND BY BIDDING OR ENTERING INTO THIS CONSTRUCTION CONTRACT WARRANTS FOR ONE FULL YEAR THE ADEQUACY OF THESE DETAILS. SHOULD THE CONTRACTOR TAKE EXCEPTION TO THESE DETAILS, HE SHALL NOTIFY THE ARCHITECT PRIOR TO BIDDING. ANY DEVIATION FROM THIS GENERAL INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
2. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR A PLUMB, LEVEL, AND SQUARE STRUCTURE UNLESS OTHERWISE NOTED. ANY DEVIATION FROM THIS GENERAL INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
3. THE BUILDING SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS AS WELL AS THE DRAWINGS AND SPECIFICATIONS. ANY CODE DEFICIENCIES IN THE DRAWINGS RECOGNIZED BY THE CONTRACTOR SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF THE BUILDING ON THE SITE AND VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE BIDDING THE PROJECT OR THE COMMENCEMENT OF WORK. THE OWNER SHALL NOT BE RESPONSIBLE FOR CHANGES TO THE WORK DUE TO THE FAILURE OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS.
5. THE CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH APPLICABLE CODES AND GOVERNING REGULATIONS.
6. CONTRACTOR TO FURNISH AND INSTALL CONCEALED SUPPORT FRAMING (WITHIN WALLS) AS REQUIRED TO FIRMLY SECURE WALL-MOUNTED EQUIPMENT AND/OR ACCESSORIES. WOOD BLOCKING SHALL COMPLY WITH THE REQUIREMENTS OF FBC BUILDING SECTION 603 FOR COMBUSTIBLE MATERIAL IN TYPE II CONSTRUCTION.
7. WHERE AS-BUILT DRAWINGS ARE REQUIRED AND SLEEVES OR SYSTEM RACEWAYS/ PIPING PENETRATE MASONRY OR RATED WALLS, CONTRACTOR SHALL INDICATE FINAL LOCATIONS OF SLEEVES AND PENETRATIONS AS-BUILT FOR THE PROJECT RECORD.
8. CONTRACTOR SHALL PROTECT PIPES WITHIN CONCEALED WALL CAVITIES WITH NAIL/FASTENER PROTECTION (FROM POTENTIAL PUNCTURE) FROM FINISHED SIDES OF WALL.
9. THE CONTRACTOR SHALL VERIFY THE SIZES AND LOCATIONS OF ALL MECHANICAL AND ELECTRICAL EQUIPMENT PADS AND BASES, AS WELL AS POWER, WATER AND DRAIN REQUIREMENTS FOR SUCH EQUIPMENT WITH EQUIPMENT MANUFACTURER. DEVIATION OF THE AFOREMENTIONED REQUIREMENTS SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
10. MINIMUM THICKNESS OF WEATHER COATINGS SHALL BE PROVIDED UNLESS SPECIFIED THICKER PER FBC TABLE 1405.2.

DIMENSION NOTES

1. DO NOT SCALE DRAWINGS: ALL WRITTEN DIMENSIONS SHALL HAVE PREFERENCE OVER SCALE AND BE FIELD VERIFIED AND COORDINATED WITH WORK OF ALL TRADES. IF NO DIMENSIONS ARE GIVEN OR DISCREPANCIES FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION BEFORE BIDDING OR COMMENCING THE WORK.
2. DIMENSIONS TO EXTERIOR MASONRY WALLS ARE TO EXTERIOR FACE OF MASONRY, TYPICAL.
3. DIMENSIONS LOCATING NEW INTERIOR MASONRY WALLS ARE TO FACE OF MASONRY, TYPICAL.
4. DIMENSIONS LOCATING NEW INTERIOR STUD WALLS ARE TO FACE OF STUD, TYPICAL. WHEN A DIMENSION IS INDICATED AS "CLEAR" OR "CLR", THIS INDICATES THE CLEAR DIMENSION THAT IS TO BE PROVIDED AFTER INSTALLATION OF ALL WALL FINISH MATERIALS.
5. OPENINGS NOT LOCATED BY DIMENSION IN INTERIOR WALLS, AND NOT ABUTTING ADJACENT WALLS ARE TO BE CENTERED ON THE WALL.
6. CENTER ANY INTERIOR OPENINGS (NOT LOCATED BY DIMENSION), THAT APPEAR TO BE CENTERED IN A WALL.
7. IF THE LOCATION OF ANY BUILDING ELEMENT IS NOT OBVIOUS OR CANNOT BE DETERMINED BY DIMENSION, MATHEMATICS, OR AS NOTED ABOVE, CONTACT THE ARCHITECT PRIOR TO LOCATING THE ELEMENT.

GROSS BUILDING AREA

- OFFICE TRAILER: 1,960 SF
- RESTROOM TRAILER: 242 SF

ZONING DATA

ADDRESS: 1706 9TH STREET EAST, BRADENTON, FLORIDA 34208
PARCEL SIZE: 4.0800 ACRES OR 177,725 SQUARE FEET
PARCEL ID NUMBER: 4687900059
COUNTY: MANATEE COUNTY
CITY: BRADENTON, FL
ZONING DISTRICT: INDUSTRIAL
CURRENT LAND USE: 8089; GOVT OWNED VACANT MUNICIPAL
FUTURE LAND USE: IU
FIRE DISTRICT: SOUTHERN MANATEE FIRE RESCUE
JURISDICTION: UNINCORPORATED MANATEE COUNTY

FEMA / FLOOR ELEVATION COORD.

FLOOD ZONE: X (EL 23.4').
TOP OF FLOOR/ SLAB LEVEL: 25.9' NAVD

ON ARCHITECTURAL DRAWINGS, LEVEL 1 TOS ELEVATION OF 0' - 0" CORRESPONDS TO ELEVATION 2' - 6".

ELEVATION HEIGHTS LISTED ON DRAWINGS ARE IN NAVD FORMAT, EXCEPT WHERE NOTED AS NGVD.

FLORIDA PRODUCT APPROVAL / NOA NOTES

- GENERAL CONTRACTOR (GC) SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED FLORIDA PRODUCT APPROVALS (FPA) AND/OR NOTICES OF ACCEPTANCE (NOA) DOCUMENTATION TO THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL PRIOR TO THE PROCUREMENT OR INSTALLATION OF ANY APPLICABLE BUILDING COMPONENTS.

WIND LOAD REQUIREMENT

WIND:
ASCE 7-22
CHAPTERS 26, 27, 30 – WIND LOADS ON BUILDINGS AND C&C
BASIC WIND SPEED - 148 MPH
EXPOSURE C
ENCLOSED STRUCTURE
INTERNAL PRESSURE COEFFICIENT: +/- 0.18
RISK CATEGORY II
ALLOWABLE (0.6W) WINDOW & DOOR WIND PRESSURES: +48psf/-52psf

ABBREVIATIONS

ABV.	ABOVE	LT	LIGHT
ACT	ACOUSTICAL CEILING TILE	LVT	LUXURY VINYL TILE
AFF	ABOVE FINISHED FLOOR		
ALT	ALTERNATE	MAX	MAXIMUM
ALUM	ALUMINUM	MECH	MECHANICAL
ANOD	ANODIZED	MFD	MANUFACTURED
ARCH	ARCHITECT(URAL)	MFR	MANUFACTURER
AUTO	AUTOMATIC	MI	MIRROR
AVG	AVERAGE	MIN	MINIMUM
		MISC	MISCELLANEOUS
BD	BOARD	MOIST	MOISTURE
BLDG	BUILDING	MTD	MOUNTED
BLKG	BLOCKING	MTL	METAL
BU	BUILT UP		
BYND	BEYOND	NIC	NOT IN CONTRCT
		NO	NUMBER
CAB	CABINET	NTS	NOT TO SCALE
CEM	CEMENT(ITIOUS)		
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	OFB	OUTSIDE FACE OF BUILDING
CJ	CONTROL JOINT	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CLG	CEILING	OPNG	OPENING(S)
CMU	CONCRETE MASONRY UNIT	OPP	OPPOSITE HAND
CONC	CONCRETE	OPR	OPERABLE
CONT	CONTINUOUS(ATION)	ORD	OVERFLOW ROOF DRAIN
CPT	CARPET	OVFL	OVERFLOW
CR	CURTAIN ROD	OVHD	OVERHEAD
CT	CERAMIC TILE		
		PED	PEDESTRIAN
DBL	DOUBLE	PLAM	PLASTIC LAMINATE
DEPT	DEPARTMENT	PLAS	PLASTER
DET	DETAIL	PLSTC	PLASTIC
DF	DRINKING FOUNTAIN	PLYWD	PLYWOOD
DIA	DIAMETER	PNL	PANEL
DIM	DIMENSION	PORT	PORTABLE
DIV	DIVISION	PREFAB	PREFABRICATED
DN	DOWN	PTD	PAINTED
DR	DOOR	PTD	PAPER TOWEL DISPENSER
DWG	DRAWING	PTN	PARTITION
EA	EACH	RD	ROOF DRAIN
EJ	EXPANSION JOINT	RDL	ROOF DRAIN LEADER
EL	ELEVATION	RE	REFER(ENCE)
ELEC	ELECTRICAL	RECESS	RECESSED
ENGR	ENGINEER(ED)	RECPT	RECEPTACLE
ENTR	ENTRANCE	REF	REFRIGERATOR
EQ	EQUAL	REQ	REQUIRED
EQUIP	EQUIPMENT	REV	REVERSE
EWC	ELECTRIC WATER COOLER	RM	ROOM
EXIST	EXISTING	RO	ROUGH OPENING
EXP	EXPOSED		
EXT	EXTERIOR	SF	SQUARE FEET
		SIM	SIMILAR
FD	FLOOR DRAIN	SS	STAINLESS STEEL
FE	FIRE EXTINGUISHER	STD	STANDARD
FEC	FIRE EXTINGUISHER CABINET	STL	STEEL
FHC	FIRE HOSE CABINET	STRUCT	STRUCTURAL
FLR	FLOOR(ING)	SUSP	SUSPENDED
FURN	FURNITURE	SYS	SYSTEM(S)
GB	GRAB BAR	T&G	TOUNGUE AND GROOVE
GFRC	GLASS FIBER REINFORCED CONCRETE	TLT	TOILET
GFRG	GLASS FIBER REINFORCED GYPSUM	TPH	TOILET PAPER HOLDER
GL	GLASS	TRANS	TRANSPARENT
GWB	GYPSUM WALL BOARD	TRANSL	TRANSLUCENT
		TRTD	TREATED
HD	HEAD	TYP	TYPICAL
HM	HOLLOW METAL		
HORIZ	HORIZONTAL	UNDRLAY	UNDERLAYMENT
HP	HIGH POINT	UNO	UNLESS NOTED OTHERWISE
HVAC	HEATING, VENTILATIING, AND AIR CONDITIONING	UTIL	UTILITY
INFO	INFORMATION	VCT	VINYL COMPOSITE TILE
INSUL	INSULATION	VERT	VERTICAL
INT	INTERIOR	VIF	VERIFY IN FIELD
		VOJ	VERIFY ON JOB
JAN	JANITOR		
		W/	WITH
KIT	KITCHEN	W/O	WITHOUT
		WC	WATER CLOSET
LAV	LAVATORY	WD	WOOD
LB	POUND	WIN	WINDOW
LGMF	LIGHT GAUGE METAL FRAMING	WT	WEIGHT
LP	LOW POINT	WTRPRF	WATERPROOFING

SYMBOLS

1|A-101	BUILDING SECTION
1|A-101	WALL SECTION
1 / A101	DETAIL
1 / A101	EXTERIOR ELEVATION
1 / A41.1	INTERIOR ELEVATION
	LEVEL LINE
XX XX XX.A1	KEYNOTE
XX XX XX.A1	KEYNOTE
AA	WINDOW/LOUVER TAG
20A	WALL TAG
01	SIGN TAG
101 101 101	DOOR TAG
Room name 101	ROOM NAME ROOM NUMBER
0	COLUMN BUBBLE AND CENTER LINE
TA00	TOILET ACCESSORY TAG
	DIRECTION OF SLOPED SURFACE

SITE LOCATION MAP 2145 9TH STREET EAST, BRADENTON FL 34205



SWEETSPARKMAN
ARCHITECTURE & INTERIORS
1819 MAIN STREET, SUITE 400
SARASOTA, FL 34236
2220 CENTRAL AVE. SUITE D.
ST. PETERSBURG, FL 33712
SWEETSPARKMAN.COM
T 941.952.0084
FL AR0015832

TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/10/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE:	As indicated
PROJECT MANAGER:	RV
DRAWN BY:	KT / BB
A/E OF RECORD:	TS
PROJECT NO:	24806
SHEET TITLE:	COVER, SYMBOLS, GENERAL NOTES & LEGENDS

SHEET No.:
G-001

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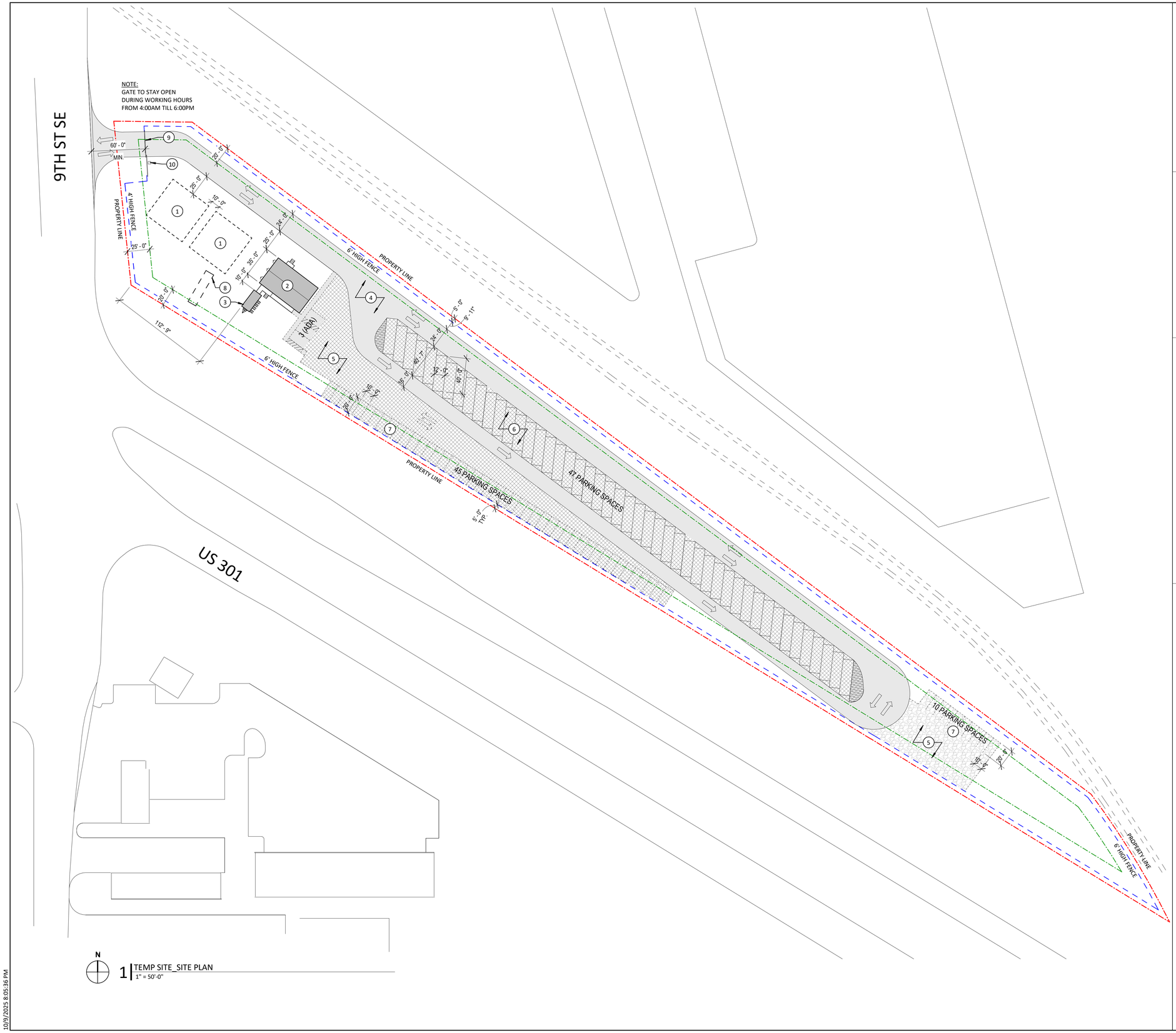

1 TEMP SITE_SITE PLAN
1" = 50'-0"

SHEET NOTES

1 → NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW.

1	FUTURE FABRIC ENGINEER STRUCTURE (2,500 SF)
2	OFFICE TRAILER (1,960 SF)
3	RESTROOMS TRAILER (242 SF)
4	PAVING (TYPE 1). REFER TO CIVIL
5	PERMEABLE PAVING (TYPE 2). REFER TO CIVIL
6	OVERSIZED PARKING SPACES
7	REGULAR PARKING SPACES
8	EXISTING BILLBOARD TO REMAIN
9	VEHICULAR SLIDING 4' HIGH GATE, SEE DETAIL #2/A-141.
10	GATE OPERATOR CONTROL BOX. (BY OTHERS)

ZONING DATA

ZONING
ZONING DISTRICT: INDUSTRIAL
CURRENT LAND USE: GOVERNMENT OWNED VACANT MUNICIPAL
MAXIMUM INTENSITY (FAR): 1.25 (REQUIRED)
MINIMUM OPEN SPACE: 10% (REQUIRED)
BUILDING HEIGHT: 45 FT PLUS 1 ADDITIONAL FOOT FOR EACH FOOT OF SETBACK FROM PUBLIC ROADWAY (REQUIRED)
BUILDING SETBACKS: (REQUIRED)
FRONT: 25'-0"
REAR: 20'-0"
SIDES: 20'-0"

REFER TO CIVIL DRAWINGS FOR ZONING SETBACKS PROVIDED.

GENERAL NOTES

1. BOUNDS OF SCOPE OF WORK ARE TO THE EXTENT REQUIRED TO COMPLETE WORK.
2. REFER TO CIVIL DRAWINGS FOR UTILITIES AND ACCESS POINTS.
3. REFER TO CIVIL DRAWINGS FOR SITE LIGHTING INFORMATION.
4. REFER TO CIVIL DRAWINGS FOR PARKING PROVIDED.
5. REFER TO CIVIL DRAWINGS FOR PROPOSED SWALE LOCATION.
6. REFER TO CIVIL DRAWINGS FOR DEMOLITION SITE INFORMATION.
7. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR EXISTING TREES INFORMATION.
8. REFER TO CIVIL DRAWINGS FOR FIRE HYDRANT LOCATION.

SITE CONSTRUCTION NOTES

1. CONTRACTOR SHALL COORDINATE ALL UTILITIES, SYSTEMS AND INFRASTRUCTURE AS REQUIRED TO FACILITATE THE NEW CONSTRUCTION.
2. SLOPE ALL SIDEWALKS, DUMPSTER PAD, AND HARD SURFACED AREAS TO DRAIN, COORDINATE WITH CIVIL PLANS.
3. CONTRACTOR TO PROVIDE A LIFE SAFETY SITE PLAN LOCATING THE "STAGING AREA", PROTECTED WITH A TEMPORARY CHAIN LINK FENCE AND GATES PER THE JURISDICTION REQUIREMENT. PLAN SHALL ALSO INCLUDE ALL PROTECTED PLANTING AND WILD LIFE AREAS AS WELL AS THE DEFINED LIMITS OF CONSTRUCTION AND ACCESS.
4. COORDINATE LOCATION AND SIZE OF AREAS REQUIRED FOR UTILITIES LOCATED ABOVE GROUND. ALL ABOVE GROUND UTILITIES AND EQUIPMENT SHALL BE PROTECTED BY A 6'0" HIGH CHAINLINK FENCE WITH ACCESS GATE, PADLOCK & CHAIN. REFER TO ALL SYSTEMS AND UTILITIES DRAWINGS.
5. MINIMUM FLOOR ELEVATION TO BE MAINTAINED PER CIVIL DESIGN AND REQUIRED CALCULATIONS.

SITE PLAN LEGEND

- PROPERTY LINE
- FENCE LINE
- BUILDING SETBACK LINE
- PAVING TYPE 1
- PAVING TYPE 2 (PERMEABLE)

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FL AR0015832

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

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CITY OF BRADENTON
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2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/10/2025

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GRAPHIC SCALE:
0" 1"

SCALE: As indicated
PROJECT MANAGER: RV
DRAWN BY: KT / BB
A/E OF RECORD: TS
PROJECT NO: 24806
SHEET TITLE:
ARCHITECTURAL SITE PLAN

SHEET No.:
A-101

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CITY OF BRADENTON PUBLIC WORKS MASTER PLAN

REPORT

PROJECT #: 24806

10/10/25

bradenton
The Friendly City

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

OWNER

CITY OF BRADENTON

888 13TH AVE E, BRADENTON FL 34208
WWW.CITYOFBRADENTON.COM/PUBLICWORKS

CONTACT:
JEAN TOTTI
CONSTRUCTION PROJECT ADMINISTRATOR
JEAN.TOTTI@BRADENTONFL.GOV
941.462.1999

ARCHITECT

SWEET SPARKMAN ARCHITECTURE & INTERIORS

1819 MAIN STREET, SUITE 400, SARASOTA FL, 34236
WWW.SWEETSPARKMAN.COM

CONTACT:
RAM VENKAT, AIA
SENIOR PROJECT MANAGER
RVENKAT@SWEETSPARKMAN.COM
941.315.9508

CIVIL/ FUEL ENGINEER

WESTON & SAMPSON ENGINEERS, INC.

4210 METRO PKAY #230, FORT MYERS, FL 33916
WWW.WESTONANDSAMPSON.COM

CONTACT:
JOSEPH ZONGOL, PE
REGIONAL DIRECTOR | SENIOR ASSOCIATE
ZONGOLJ@WSEINC.COM
239.737.2013

MEPFP ENGINEER

ME3 CONSULTING ENGINEER, LLC

5300 PAYLOR LANE, SARASOTA FL 34240
WWW.ME3-ENGR.COM

CONTACT:
BRYAN P. ZAF, PE, LEED AP
VICE PRESIDENT / PRINCIPAL
BRYAN@ME3-ENGR.COM
941.748.1319

STRUCTURAL ENGINEER

SNELL ENGINEERING

1517 STATE ST #202, SARASOTA, FL 34236
WWW.SNELLENG.COM

CONTACT:
CORD VAN NOSTRAND, PE, SE
PRINCIPAL / DIRECTOR OF ENGINEERING
CORD@SNELLENG.COM
941.954.0681

COST ESTIMATOR

FOURIE CONSULTANTS

1600 E. 8TH AVE, SUITE A200, TAMPA FL 33605
WWW.FCICOST.COM

CONTACT:
RICK FOURIE, CCM
FOUNDER / PRINCIPAL
RFOURIE@FCICOST.COM
813.919.9921

PROJECT TEAM

PROJECT SITE AND LIMITS

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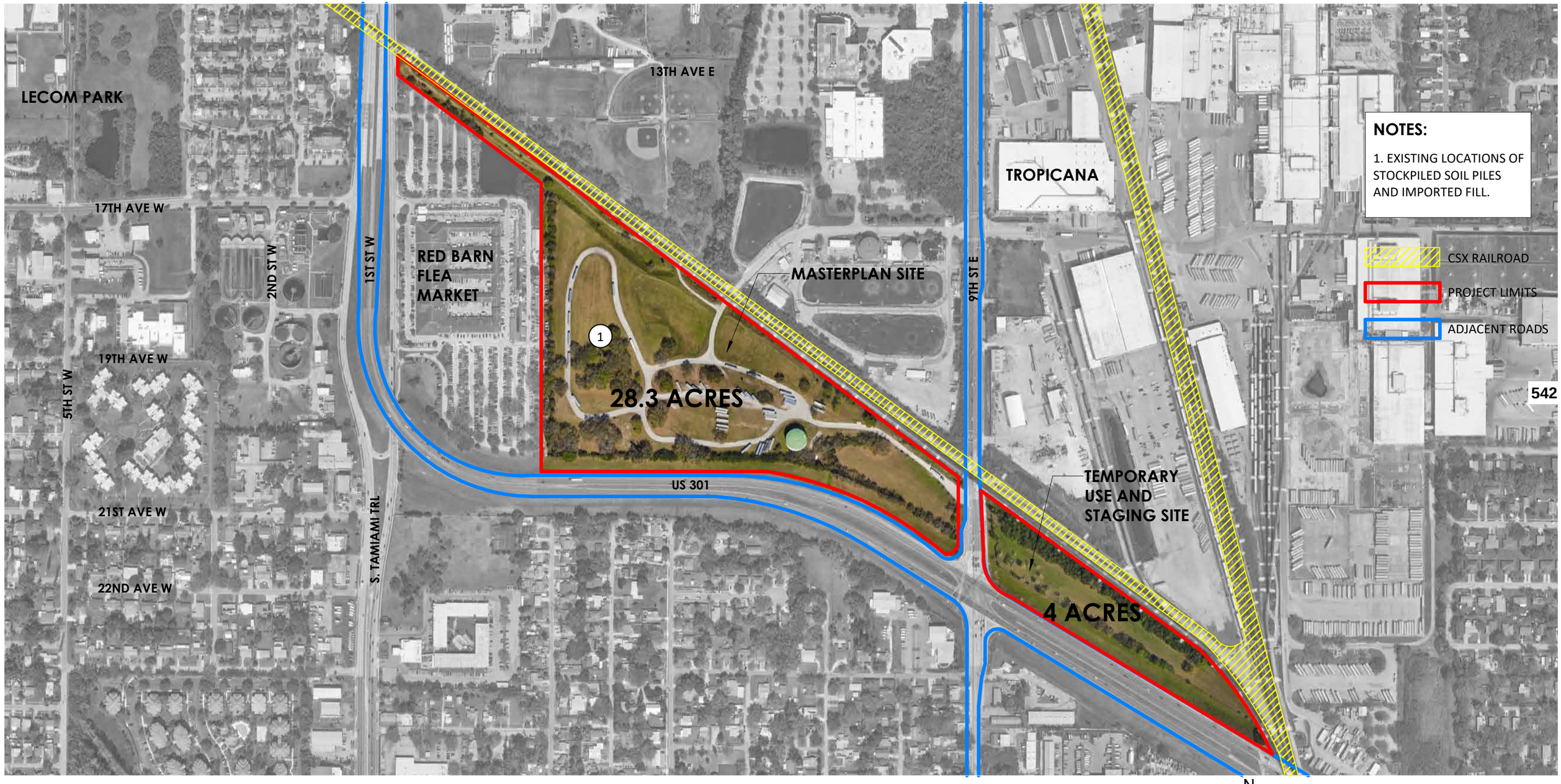


28-Acres Parcel Address: 1706 9th Street East, Bradenton, FL 34208
4-Acres Parcel Address: 2145 9th Street East, Bradenton, FL 34205

SITE DEVELOPMENT GUIDELINES

The new Public Works and Utilities Facility is envisioned as a modern, efficient, and resilient operations hub for the City of Bradenton. The following guiding objectives have been identified to inform the master planning process and ensure the new campus meets both current and future needs:

Centralize Operations
The new facility will consolidate all major Public Works and Utilities divisions—currently dispersed across multiple locations—into a single, coordinated campus. Centralization reduces inefficiencies caused by travel between sites, improves interdepartmental communication, strengthens supervision, and enhances the delivery of services to the community.

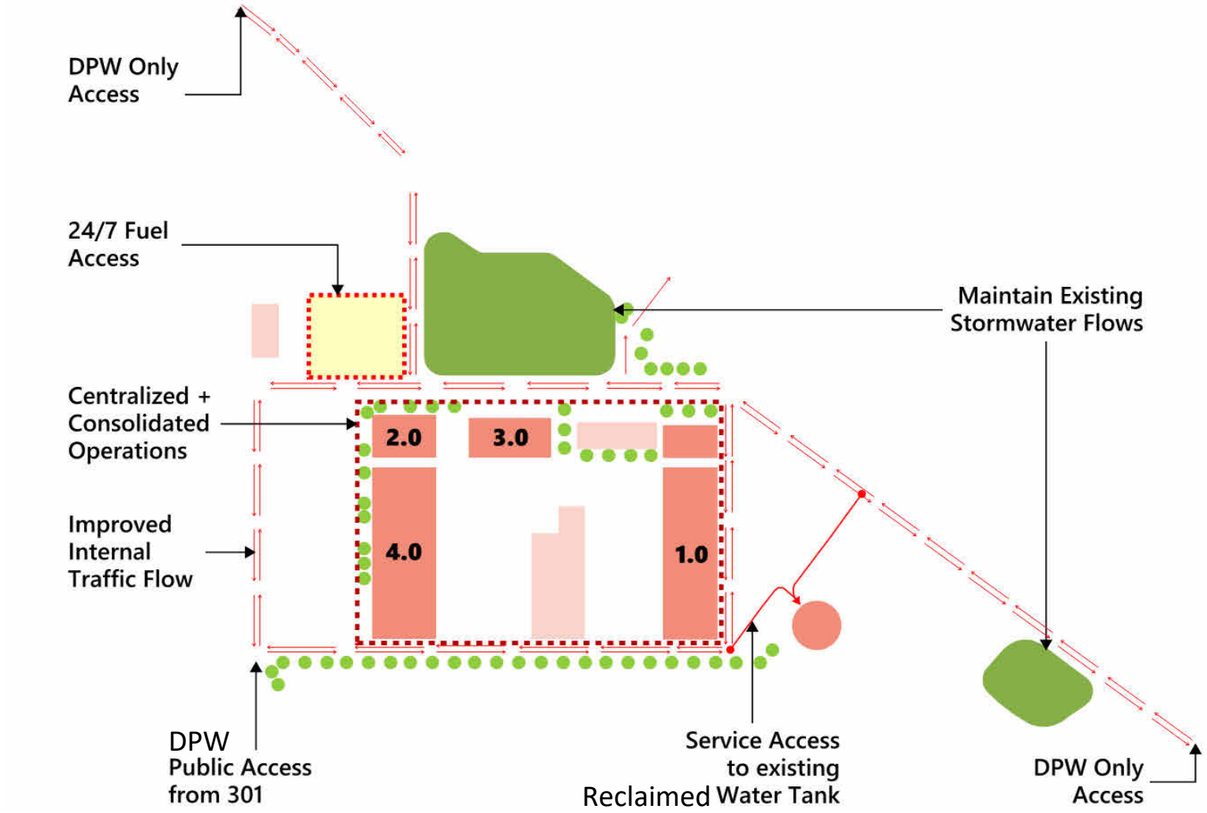
Consolidate and Maximize the Public Works Footprint
The master plan will focus on optimizing the use of the available 28-acre site by organizing buildings, yards, storage areas, and circulation zones to reduce redundant spaces and overlap between divisions. Strategic consolidation ensures that the facility uses the site to its fullest potential while reserving capacity for future growth and technological upgrades.

Minimize Internal Street Crossings Within the Public Works Area
The current layout forces vehicles and equipment to cross internal drives and operational paths multiple times each day, leading to congestion, inefficiencies, and safety hazards. The new master plan will establish dedicated circulation routes that separate heavy equipment and fleet movements from employee and visitor traffic. This improved internal traffic flow will enhance safety, reduce vehicle wear and fuel consumption, and streamline daily operations.

Provide 24/7 Access to Fuel
The master plan prioritizes the integration of secure, on-site fueling infrastructure that is available to the City 's fleet and emergency vehicles at all times. This capability is critical during emergencies, severe weather events, and after-hours operations when public fueling stations may be inaccessible or disrupted. A reliable, dedicated fueling facility will ensure uninterrupted service and response readiness.

Separate and Provide Direct Access to Solid Waste Operations
Solid Waste operations require large vehicles with frequent ingress and egress. The new design will provide a dedicated, direct access route for Solid Waste vehicles that avoids conflicts with other divisions ' traffic. This separation improves operational efficiency, reduces safety risks, and limits wear on internal drives that serve lighter-duty vehicles.

Establish Access from US-301
By introducing a new or improved access point from US-301, the master plan will strengthen the connection between the Public Works campus and the regional transportation network. This access is vital for large service vehicles and equipment deliveries, improving logistical efficiency while reducing impacts on local streets and adjacent neighborhoods.



Maintain Service Access to the Existing Water Tank
The City's reclaimed water storage tank is a critical utility asset that must remain fully accessible for maintenance, emergency response, and future upgrades. The master plan will preserve and enhance dedicated access routes to the tank to ensure uninterrupted service, maintain water supply infrastructure, and minimize operational disruptions.

Maintain Existing Stormwater Flows
Sustainable site development is a key principle of the master plan. The design will respect and maintain existing stormwater flow patterns while incorporating modern drainage and retention systems. These improvements will minimize environmental impacts, reduce flooding risks, and ensure compliance with regulatory requirements for stormwater management.

PROPOSED MASTER PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

- BUILDING
- COVERED STORAGE
- GREEN AREAS
- STORMWATER (DRY RETENTION)
- SIDEWALK
- ASPHALT
- SITE BOUNDARY
- FENCE LINE

1.0 FLEET / SMALL ENGINE
Buidling: *(37,812 SF)* Site: *(4.0 Acres)*

2.0 Solid Waste
Building: *(9,600 SF)* Site: *(3.8 Acres)*

3.0 Purchasing
Building: *(11,250 SF)* Site: *(1.0 Acres)*

4.0 Central Ops / Field Ops
Building: *(31,900 SF)* Site: *(1.05 Acres)*

- **Landscape & Grounds** Site: *(0.8 Acres)*
- **Street Drainage** Site: *(0.2 Acres)*
- **Water & Sewer** Site: *(0.4 Acres)*
- **Mechanical | Lift Stations** Site: *(0.2 Acres)*
- **Electrical/Facilities** Site: *(0.4 Acres)*
- **Central Ops** Site: *(0.04 Acres)*

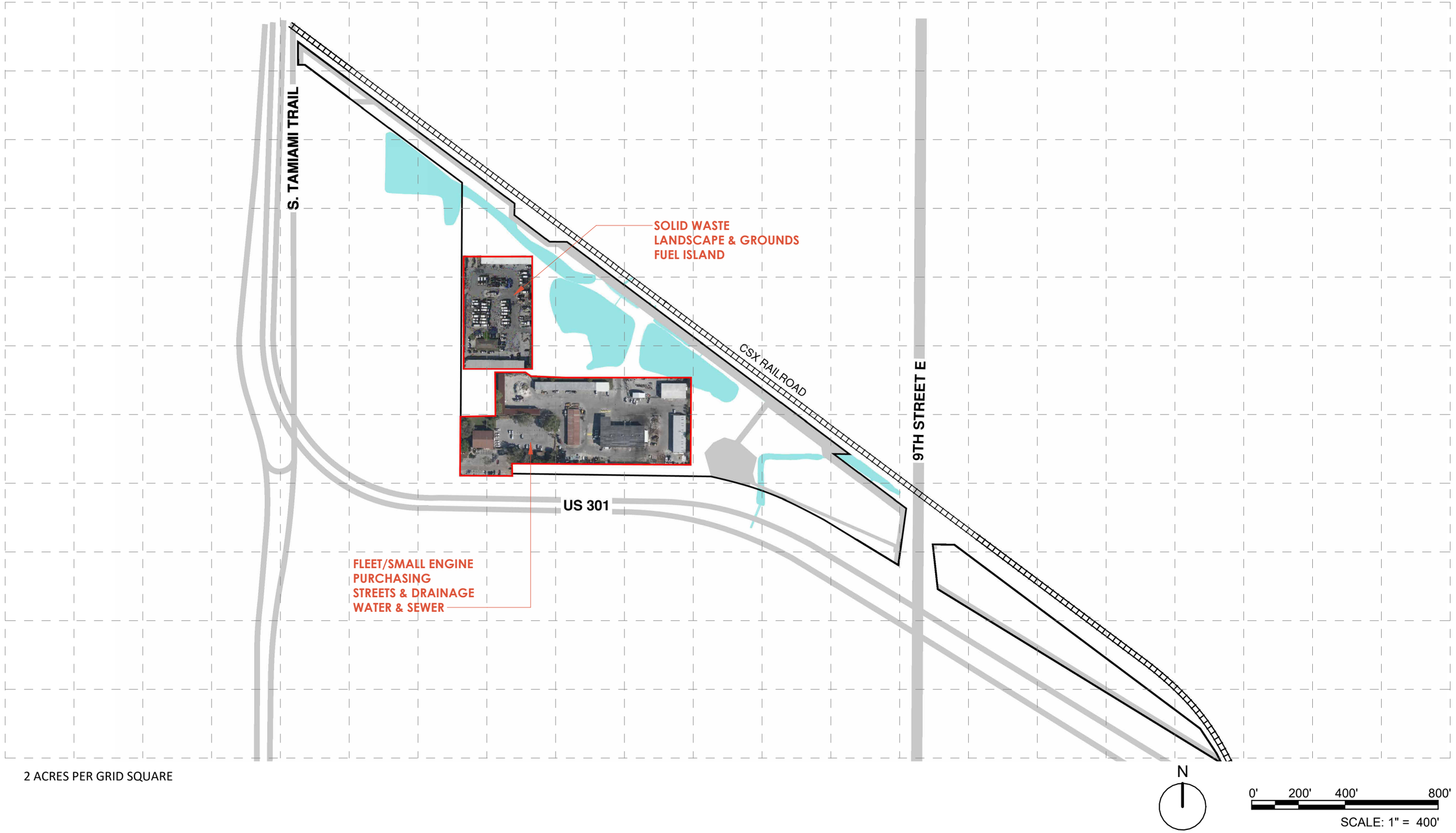
5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

N

0' 100' 200' 400'
SCALE: 1" = 200'

EXISTING VS. PROPOSED SITE COMPARISON

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



PROPOSED MASTER PLAN

SWEETSPARKMAN
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- **Central Ops**
  Site: *(0.04 Acres)*

5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

SITE RENDERING FROM NORTHWEST - 01

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ARCHITECTURE & INTERIORS



SITE RENDERING FROM SOUTHWEST - 02

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