AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, January 14, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) Legislative: Celebrating the Manatee County Fair

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. ELECTION OF VICE MAYOR AND SECOND VICE MAYOR

7. APPOINTMENT OF CRA BOARD CHAIR AND VICE CHAIR

8. CONSENT AGENDA

a) City Administration: First Amendment to Opioid Interlocal Agreement with Manatee County
First Amendment to Interlocal Agreement Governing Use of Manatee County Regional Opioid Settlement Funds
Manatee County Resolution R-25-045

b) City Administration: Resolution 26-05 - Standard Operating Procedures Policy
Resolution 26-05

c) Clerk: Minutes from the December 10, 2025, City Council Meeting
12-10-2025 City Council Meeting Minutes

d) Clerk: Minutes from the December 11, 2025, City Council Workshop
12-11-2025 City Council Workshop Minutes
e) Event Review Committee: Back to Angola Festival
Back to Angola Festival Application and Site Plan
f) Event Review Committee: DeSoto Grand Parade Block Party
Desoto Grand Parade Block Party Application and Site Plan
g) Event Review Committee: MCR's Health Expo 2026
MCR's Health Expo 2026 Application and Site Plan
h) Finance: Resolution 26-06 - 2026 IRS Standard Mileage Rate
Resolution 26-06
i) Police: Agreement between Florida Department of Law Enforcement (FDLE) for Fiscal Year 2025-26 Local Firearms Safety Training Program
Agreement for State Financial Assistance with the FDLE
j) Police: Drone Replacement Program Financial Assistance Agreement with the Florida Department of Law Enforcement (FDLE)
Drone Replacement Program Financial Assistance Agreement
k) Public Works & Utilities: Change Order 2 for the Water Main Relocation for the Bradenton Police Headquarters
Change Order 2
l) Public Works & Utilities: Change Order 3 for the Bradenton Police Headquarters Construction Project (Deductive)
Change Order 3
m) Public Works & Utilities: Purchase Approval for one 2026 Peterbilt 520 Heil FEL 66K GVW
Quote from Rush Truck Centers
n) Public Works & Utilities: Purchase Approval for two 2026 Peterbilt 520 LABRIE 66K GVW
Proposal from Rush Truck Center
o) Public Works & Utilities: Work Assignment for the Addition of Fourth Clarifier Construction Inspection Services
Work Assignment for the Addition of Fourth Clarifier Construction Inspection Services
p) Public Works & Utilities: Work Assignment for Downtown Surveys and Subsurface Utility Location
Work Assignment for Downtown Surveys and Subsurface Utility Location
q) Public Works & Utilities: Work Assignment for Hydrogeologic Services during the Aquifer Recharge Well Construction
Work Assignment for Hydrogeologic Services during the Aquifer Recharge Well Construction
r) Public Works & Utilities: Work Assignment for Manhole Lining
Work Assignment for Manhole Lining
s) Public Works & Utilities: Work Assignment for Manhole Lining
Work Assignment for Manhole Lining
t) Public Works & Utilities: Work Assignment for Water Supply Planning Assistance
Work Assignment for Water Supply Planning Assistance

9. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-01 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVING APPLICATION PLN-MAJ-25-0001 FOR A MAJOR AMENDMENT TO THE BELLA SOLE PLANNED DEVELOPMENT PLAN (PDP) TO EXCLUDE THE PROPERTY LOCATED AT 3901 5TH AVENUE NE, BRADENTON, FLORIDA (PARCEL ID NO. 1042800359), AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE STIPULATION REQUIRING INDIVIDUAL RESIDENCES TO PROVIDE FIRE SUPPRESSION SYSTEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 26-01
Staff Report
Application
2012 Evaluation Report

b) Planning & Community Development: ORDINANCE 4065 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7, FENCES AND HEDGES, TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AMENDING SECTION 5.2.2.4, FENCES AND HEDGES, TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10, DEFNIITIONS, TO MODIFY DEFINITIONS RELATED THERETO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4065
Staff Report
Correspondence
Business Impact Estimate

c) Planning & Community Development: ORDINANCE 4066 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, POLICY 1.2.1 AND OMITTING POLICY 1.2.2 ADDRESSING LAND USE AND DENSITY IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4066

Staff Report

d) Planning & Community Development: ORDINANCE 4071 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-241 OF THE CITY CODE OF ORDINANCES TO MODIFY CERTAIN PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
Ordinance 4071

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

a) City Administration: Contract for Purchase and Sale for 1105 18th Street West
Contract for Purchase and Sale

b) City Administration: Contract for Purchase and Sale for 2104 12th Avenue West
Contract for Purchase and Sale

c) City Administration: Emergency Procurement Report

d) Public Works & Utilities: Work Assignment for Professional Engineering Services for Lift Station 03 Expansion
Work Assignment for Professional Engineering Services for Lift Station 03 Expansion

11. UNFINISHED BUSINESS

12. COUNCIL REPORTS

13. DEPARTMENT HEAD REPORTS

14. 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. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Celebrating the Manatee County Fair

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Amendment to Opioid Interlocal Agreement with Manatee County

SUGGESTED ACTION: Approval by City Council of First Amendment to Opioid Interlocal Agreement with Manatee County

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On January 27, 2022 the City of Bradenton entered into an Interlocal Agreement with Manatee County which designated Drug Free Manatee as Manatee County's opioid taskforce to serve in an advisory capacity to the Board of County Commissioners regarding expenditure of settlement awards resulting from lawsuits filed against opioid manufacturers, distributors, and retailers.

The Board now finds it necessary to establish an Opioid Abatement Coordinating Council to replace Drug Free Manatee as the County's opioid taskforce, in order to establish a more centralized, efficient, and transparent framework for opioid abatement efforts in the County, as reflected in Resolution No. R-25-045. This First Amendment to Interlocal Agreement reflects the change from Drug Free Manatee taskforce to the Opioid Abatement Coordinating Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters

SUGGESTED MOTION:
Motion to approve the First Amendment to Opioid Interlocal Agreement with Manatee County and authorize execution by the Mayor.

ATTACHMENTS:
First Amendment to Interlocal Agreement Governing Use of Manatee County Regional Opioid Settlement Funds
Manatee County Resolution R-25-045

FIRST AMENDMENT TO INTERLOCAL AGREEMENT GOVERNING USE OF MANATEE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

THIS AMENDMENT ("First Amendment") is made and entered into, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Bradenton, hereinafter referred to as the "City," which, when referenced individually or together, shall hereinafter be called "Party" or "the Parties," respectively.

WITNESSETH

WHEREAS, an Interlocal Agreement Governing the Use of Manatee County Regional Opioid Settlement Funds ("Agreement") was executed between the Parties and recorded in the official records of Manatee County, Florida, on January 27, 2022; and

WHEREAS, the County and City wish to amend the Agreement to designate a different opioid taskforce; and

WHEREAS, this First Amendment is authorized pursuant to Section 11 of the Agreement which is attached and incorporated herein as **Exhibit A**; and

WHEREAS, the County is establishing an Opioid Abatement Coordinating Council ("Council") pursuant to Resolution R-25-045 to replace Drug Free Manatee as the County's opioid taskforce to serve in the capacity of an advisory board to the Board of County Commissioners of Manatee County, Florida, (Board) regarding the expenditure of any settlement awards resulting from the Opioid Litigation (as defined in the Agreement) to enable the County to utilize any such funds to best serve all citizens within the geographic boundaries of Manatee County; and

WHEREAS, the City of Bradenton and the City of Palmetto will each have a representative on the Council, and will each therefore have a "voice" in any amendments to the abatement plan, be able to assist in identifying programs and strategies to address the opioid epidemic and provide treatment to the County's citizens, and be able to help to effectively allocate any Regional settlement funds received by the County in its role as a "Qualified County" that may

result from the Opioid Litigation to best serve all citizens within the geographic boundaries of the Manatee County; and

WHEREAS, the Council will meet at least quarterly to study and analyze date related to the opioid epidemic and evaluate existing and future uses of any settlement funds recovered from the Opioid Litigation; and

WHEREAS, the Parties agree that replacing the County's designated opioid taskforce as herein described is in the best interest of the County and its residents.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. REPLACEMENT TASKFORCE. Any references to the County's opioid taskforce shall mean the Opioid Abatement Coordinating Council established pursuant to Manatee County Resolution R-25-045.
2. APPLICABLITY OF FIRST AMENDMENT. The Parties agree that all provisions of the Agreement not expressly amended pursuant to this First Amendment shall remain in full force and effect as set forth in the Agreement.
3. FULL AGREEMENT; AGREEMENT CONFIRMED. This First Amendment contains the entire agreement of the Parties with respect to the matters addressed herein. Except as expressly modified herein, or by necessary implication, all provisions of the Agreement shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Agreement and the provisions of this First Amendment, this First Amendment shall prevail.
4. SEVERABILITY. If any provision or portion of this First Amendment is held to be unconstitutional, invalid or unenforceable, the remainder of this First Amendment, or

portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

5. EFFECTIVE DATE. This First Amendment shall be effective upon filing by the County in the official records of Manatee County, Florida, within ten (10) days of its execution by all Parties hereto. Whichever Party is the last to approve this First Amendment shall be responsible for filing the First Amendment with the Clerk of the Circuit Court for Manatee County and paying any filing or recording fees associated therewith.

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FIRST AMENDMENT TO INTERLOCAL AGREEMENT GOVERNING USE OF MANATEE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on their behalf by their respective representatives, each such representative having been first duly authorized so to act as of the date of execution of this First Amendment as indicated, respectively, below.

CITY:

CITY OF BRADENTON, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
LOCATED AT 101 OLD MAIN STREET WEST, BRADENTON, FLORIDA 34205

ATTEST: GENE BROWN, MAYOR OF BRADENTON

BY: _____ _____

DATE: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

RESOLUTION NO. R-25-045

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, ESTABLISHING AN OPIOID ABATEMENT COORDINATING COUNCIL TO REPLACE DRUG FREE MANATEE AS THE OPIOID TASKFORCE FOR MANATEE COUNTY; REPEALING AND SUPERSEDING CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Manatee County (Board) previously adopted Resolution No. R-22-020 on January 25, 2022, designating Drug Free Manatee as Manatee County's opioid taskforce to serve in an advisory capacity to the Board regarding expenditure of settlement awards resulting from lawsuits filed by Manatee County (County) and other county municipalities against opioid manufacturers, distributors, and retailers (Opioid Litigation) to enable the County to utilize any such funds to best serve all citizens within the geographic boundaries of the County; and

WHEREAS, the Board now finds it appropriate and necessary to establish an Opioid Abatement Coordinating Council to replace Drug Free Manatee as the County's opioid taskforce, in order to establish a more centralized, efficient, and transparent framework for opioid abatement efforts in the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, as follows:

SECTION 1. RECITALS. The recitals set forth above are adopted as findings of the Board and are incorporated herein by reference.

SECTION 2. OPIOID ABATEMENT COORDINATING COUNCIL ESTABLISHMENT AS REPLACEMENT OPIOID TASKFORCE. The Board hereby establishes an Opioid Abatement Coordinating Council ("Council") to replace Drug Free Manatee as the designated opioid taskforce for Manatee County for the purpose of advising the Board regarding the expenditure of regional settlement funds from the Opioid Litigation. The Council shall have the following duties and functions:

a. The Council shall meet regularly and as often as needed to effectuate its responsibilities, but no less than quarterly.

b. The Council shall adopt and amend its own bylaws, as necessary, to govern its operations, provided that such bylaws shall be consistent with the Florida Opioid Allocation and Statewide Response Agreement, attached hereto as Exhibit 1, applicable state and federal law, and the policies of the County.

c. The Council shall accept the Drug Free Manatee abatement plan as a baseline framework and shall be authorized to update and revise the abatement plan in accordance with evolving community needs and the Opioid Litigation settlement requirements.

d. The Council shall be comprised of a maximum of seven (7) voting members, each appointed for two-year terms. The members of the Council shall be as follows:

1. The Board Chair of Drug Free Manatee or his or her designee. If Drug Free Manatee declines to participate or is unable to appoint a representative, the seat shall instead be filled by one (1) Director from a nonprofit organization partnering with the County that specializes in opioid use treatment and/or abatement appointed by the Board;

2. One (1) Manatee County Commissioner appointed by the Board;

3. The Manatee County Sheriff or his or her designee, or if the Manatee County Sheriff declines to participate, one (1) member with experience in law enforcement appointed by the Board;

4. The Mayor of the City of Bradenton or his or her designee, or if the City of Bradenton declines to participate one (1) resident of the City of Bradenton with experience in opioid prevention, treatment or recovery appointed by the Board;

5. The Mayor of the City of Palmetto or his or her designee, or, if the City of Palmetto declines to participate one (1) resident of the City of Palmetto with experience in opioid prevention, treatment, or recovery appointed by the Board;

6. One (1) professor from an accredited college or university with demonstrated expertise in opioid prevention, treatment, or recovery appointed by the Board;

7. One (1) Manatee County representative who has personally experienced opioid addiction appointed by the Board;

The Council shall be permitted to add additional non-voting members, at its discretion.

e. Five (5) voting members shall constitute a quorum of the Council. If a member misses two (2) consecutive meetings, the Council shall, at the second missed meeting, consider whether that member should be replaced. If a majority of the voting members present determine that replacement is warranted, the Council may declare the seat vacant and initiate the process for a replacement to be appointed in accordance with these provisions and any subsequent bylaws.

f. For the Council's first year, the Manatee County Commissioner member shall serve as Chair and the Manatee County Sheriff member or designee/alternate, shall serve as Vice-Chair. Thereafter, the Council shall annually, or as otherwise necessary, elect a Chair and Vice-Chair from among its voting members.

g. The Council shall serve in an advisory capacity to the Board regarding the use of opioid settlement funds and shall fulfill the following responsibilities:

   i. Review and assess funding priorities to ensure alignment with the abatement plan.

   ii. Recommend to the Board strategies to optimize the use and impact of available funds in reducing opioid-related harm within the community.

   iii. Promote principles of equity and inclusion in the development, selection, and implementation of funded programs and initiatives.

   iv. Review grant applications or proposals, as applicable, and provide funding recommendations to the Board.

   v. Monitor and evaluate the performance and outcomes of funded programs to ensure accountability and effectiveness.

   vi. Facilitate collaboration and coordination among agencies and organizations engaged in opioid prevention, treatment, harm reduction, and recovery services.

   vii. Provide input and recommendations to the Board regarding public education and awareness initiatives related to opioid use, prevention, and recovery services.

viii. Regularly reassess opioid abatement priorities each year to ensure alignment with emerging community needs, evolving best practices, and to identify new priority areas as they arise.

SECTION 3. CONFLICTING RESOLUTIONS. All conflicting resolutions and parts of resolutions in conflict with the provisions of this resolution are hereby repealed, rescinded, superseded and replaced by this Resolution to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-05 - Standard Operating Procedures Policy

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Standard Operating Procedures (SOPs) provide the policies, processes, and standards required to ensure operational success. The purpose of an SOP is to ensure personnel perform operational functions in a consistent, high quality, and efficient manner.

Having well written, effective SOPs in place is an essential component of both accreditation and succession planning and helps to ensure business continuity and preserve organizational and historical knowledge.

This Policy establishes the requirement for the development, implementation, and maintenance of comprehensive written SOPs for all business processes and unique operational tasks performed by personnel within the City of Bradenton.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 26-05.

ATTACHMENTS:
Resolution 26-05

CITY OF BRADENTON
RESOLUTION NUMBER 26-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE STANDARD OPERATING PROCEDURES POLICY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Standard Operating Procedures provide the policies, processes and standards required to ensure operational success; and

WHEREAS, the purpose of a Standard Operating Procedure (SOP) is to ensure personnel perform operational functions in a consistent, high quality, and efficient manner; and

WHEREAS, having well written, effective SOPs in place is an essential component of succession planning and helps to ensure business continuity in the event of employee retirements, resignations, promotions, vacation, or sick leave, etc., and helps to preserve organizational and historical knowledge for new employees; and

WHEREAS, the City Council desires to create a policy which establishes the requirement for the development, implementation, and maintenance of comprehensive written SOPs for all business processes and unique operational tasks performed by personnel within the City of Bradenton;

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

1. The City hereby adopts the City of Bradenton Standard Operating Procedures Policy;
2. Said Policy is 6 pages and is attached to and made a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE BRADENTON CITY COUNCIL BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 14th DAY OF JANUARY, 2026.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

STANDARD OPERATING PROCEDURES POLICY

Approved by City Council: Resolution 26-05 dated January 14, 2026.

PURPOSE: The purpose of this policy is to establish the requirement for the development, implementation, and maintenance of comprehensive written Standard Operating Procedures for all key business processes and unique operational tasks performed by personnel within the City of Bradenton. Standard Operating Procedures provide the policies, processes and standards required to ensure operational success and are an essential component of the accreditation process.

OVERVIEW: The purpose of a Standard Operating Procedure ("SOP") is to ensure personnel perform operational functions in a consistent, high quality, and efficient manner. SOP's set forth the processes and standards to be followed when performing a function to ensure a successful outcome, reduce errors, increase efficiency, manage risk, and ensure regulatory compliance. Well written SOPs are also extremely effective in facilitating and accelerating the onboarding process of new employees. An SOP provides the step-by-step instructions needed to perform a task in a consistent manner each time and increases efficiency.

Having well written, effective SOPs in place is an essential component of succession planning and helps to ensure business continuity in the event of employee retirements, resignations, promotions, vacation, or sick leave, etc. An SOP helps to preserve organizational and historical knowledge for new employees.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the requirement that Standard Operating Procedures be written and maintained for each unique recuring or critical operational task within the City of Bradenton.

SCOPE: This policy applies to all Departments, employees, and operational contractors (i.e. Woodard & Curran) of the City of Bradenton and applies to all recurring or critical tasks.

POLICY STATEMENT & PROCEDURES:

All Departments within the City of Bradenton must develop and maintain an SOP for all tasks or processes that are recurring or critical to their operations.

I. ROLES & RESPONSIBILITIES

Department or Division Managers are responsible for identifying those tasks that require an SOP within their Department or Division. Department or Division Managers should list all business processes to identify those that would benefit from an SOP. The Department or Division Manager is responsible for ensuring that the necessary SOPs are created and followed consistently, ensuring that employees are properly trained using the SOPs, and ensuring that SOPs are reviewed on an annual basis, or earlier if there is a process change, and updated as needed.

Once a task has been identified as requiring an SOP by a Department or Division Manager, an SOP must be drafted by the person who is responsible for performing the task: the subject matter expert ("SME"). SOP drafting is a function that will require collaboration between the SME, Supervisors/Managers, Human Resources and Legal or Compliance personnel. The SME should draft the initial SOP setting forth the step-by-step instructions for the task. Each employee who performs the task should review the SOP and provide comments or suggested revisions. Where procedures or tasks require legal or regulatory compliance, the SOP should be reviewed by legal counsel or compliance experts within the department. The Supervisor/Manager will provide oversight in the process, complete a review of the SOP for compliance with City Policy, regulatory requirements, and quality control. The Supervisor/Manager will be responsible for final approval of an SOP, with the written approval of the City Administrator or his/her designee, with the exception of the Police Department, which will continue to have their operation SOPs approved by the Chief of Police. Said Police Department Administrative SOPs must be consistent with the City's administrative policies unless otherwise governed by Federal and State laws or regulations, or local labor agreements.

II. ELEMENTS OF AN SOP

a) *Title & Identification*

The title page of an SOP should include a clear and concise name identifying the activity to be performed, the date of creation, the name of approver, and date of initial approval, and the dates of any revisions.

b) Purpose

The Purpose section should clearly explain the goal or objective of the procedure, the expected outcome, and the standards to be met.

c) Scope

The Scope of an SOP defines when, where and to whom a set of procedures applies and shall include details on which industry standard, policy, or regulation it is designed to comply with.

d) *Definitions*

The SOP should include a glossary of terms that are used in the SOP to provide clarity to the end user. Any acronyms or abbreviations that are used in the SOP should be spelled out in this section.

e) *Roles & Responsibilities*

Clearly define who is responsible for performing each activity listed in the procedure.

f) *Necessary Safety Precautions*

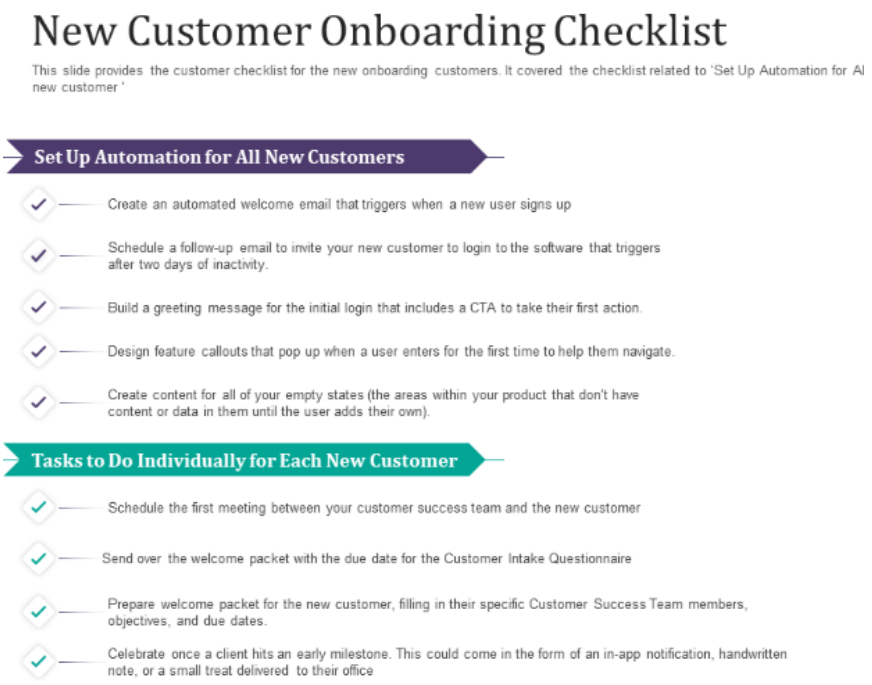
This section should set forth details on any potential safety hazards associated with a task and the necessary safety precautions that should be adhered to, and/or personal protective equipment that should be worn, by the end user to prevent damage or injury.

g) *Step-By-Step Instructions/Procedures*

This section will be the major component of your SOP. Here you will provide detailed instructions on how to proceed with completing each step within the process necessary to accomplish the objective. These instructions should be written in such a way that they are understandable to anyone who uses them. This section should also include a list of materials and equipment required to complete the task (i.e. chemicals, tools, etc.). Define what resources will be required, where they can be found, proper storage of the resources and any maintenance requirements. Include guidance for the end user on how to resolve issues or system failures that may arise during a process. Define timelines, reporting requirements, reporting structure and who to contact for questions.

The step-by-step instructions can be formatted in various ways. This may include a list of steps or a checklist and include computer screenshots or pictures of dials or switches with annotations.

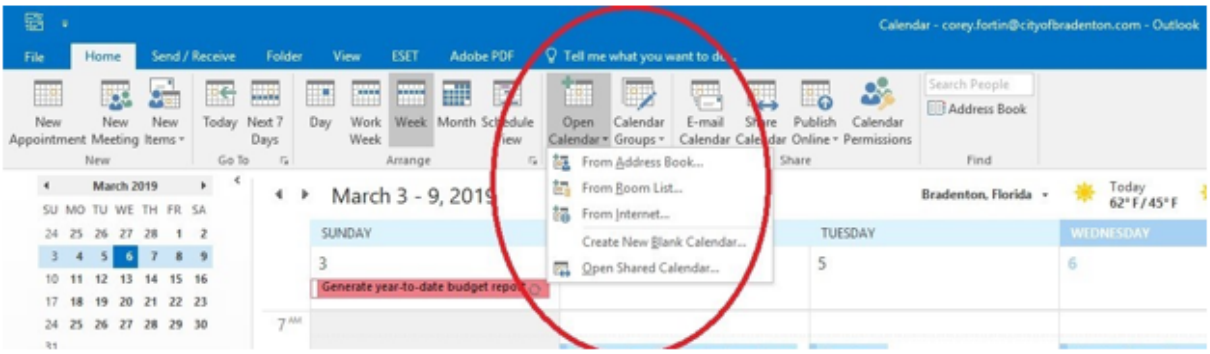
Sample Checklist Format



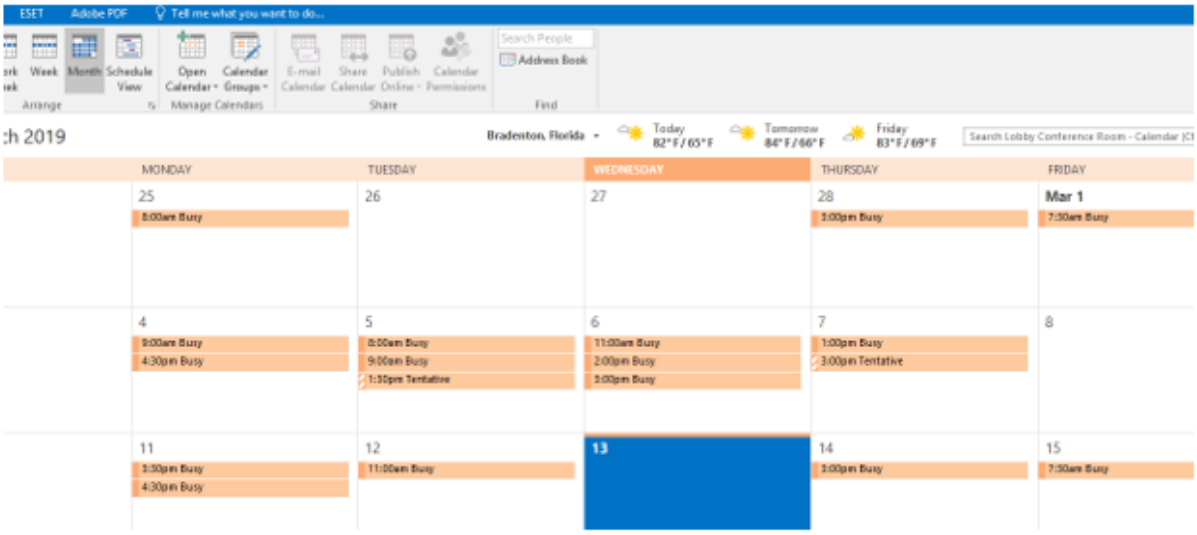
Sample – Step by Step Instructions with screen shots

To determine if a meeting room is available on a particular date and time:

1. Open Outlook Calendar – Home Tab
2. Click Open Calendar on top Menu Bar
3. Select "From Room List" on drop down menu

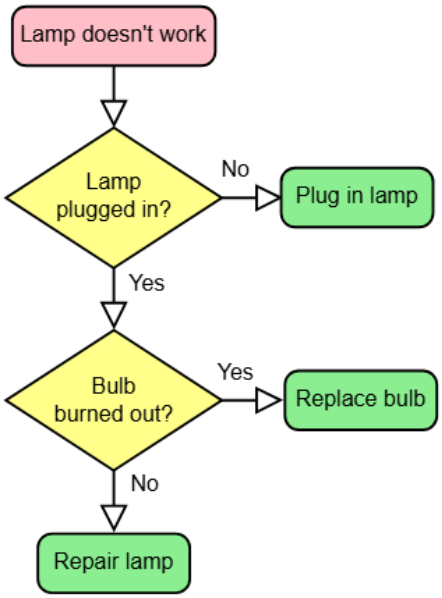


4. Double click on the room that you wish to reserve and click OK. This will bring up the calendar for that meeting room and allow you to see if a room is available at the time you are requesting.



Procedures that require decisions to be made based on certain responses should be presented as a flowchart as they are a simple graphic that presents logical steps in a decision-making process. They provide the end user with a logical mechanism to decide what steps should be taken as a result of the response to a given scenario.

Sample – Workflow Chart



III. TESTING

Once an SOP has been created and reviewed by end users, Supervisors/Managers, and legal or compliance experts, it should be tested by having someone without experience with the task/job assigned to follow the procedures exactly as written to ensure the instructions result in the desired outcome.

IV. TRAINING

SOPs should be used to train new employees to follow the procedures exactly as written, eliminating the possibility of misinterpretation and inconsistency in performance. Training should provide the employee with information as to what steps must be taken, but also include information as to the importance of why it is being done.

V. STORAGE OF SOPs

Pursuant to the provisions of the City of Bradenton Contract & Document Management Policy, SOPs should be uploaded and maintained in a central repository by the originating Department. For all Departments except Police and Fire, SharePoint will be the central repository for SOPs. Police and Fire may continue to utilize PowerDMS as their SOP central repository or may elect to utilize SharePoint going forward. Each Department and Division/Section thereof shall maintain and publish a table of contents that lists all adopted SOPs, and these shall be reviewed and revised on an annual basis. This centralized storage location ensures that everyone can access the most up-to-date version of an SOP at any time. The SharePoint and PowerDMS systems also allows for collaboration in the SOP drafting and revision processes ensuring that they remain effective and current, and allows for the tracking of who has accessed, reviewed, and revised an SOP. Using SharePoint or PowerDMS Supervisors/Managers may require employees or end users to review the SOP and provide an electronic signature to acknowledge that they have read and reviewed the SOP. This can be an important tool in ensuring compliance and accountability. SOPs should also be posted in appropriate locations where tasks are performed for ease of reference.

VI. COMPLIANCE

Failure to comply with the terms of this policy may result in disciplinary action, up to and including termination of employment. This includes the failure to create a required SOP, failure to follow the steps outlined in an existing SOP, or the failure to properly update SOPs as needed to reflect changes in process.

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the December 10, 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 December 10, 2025, City Council Meeting

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the December 10, 2025, City Council meeting.

ATTACHMENTS:
12-10-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

December 10, 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, December 10, 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; Karen Lanke, IT 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 called the meeting to order at 8:31 a.m.

PROCLAMATIONS: None.

PRESENTATIONS:

Administrative Services: Quarterly Employee Recognition

Nilsa Taylor, Administrative Services Director, recognized employees or teams for their accomplishments that resulted in exceptional customer service, teamwork, commitment, and outstanding support to another department.

Shemeka Standifer, Human Resources Manager, announced Sean Horan, Superintendent of the Streets and Drainage Division, was first runner-up for Employee of the Quarter. His recent efforts and leadership to help a citizen were commended.

Ms. Standifer recognized the second runner-up, Zelda Bryant, Construction Review and Permitting Supervisor, for her excellent customer service and ability to take on many responsibilities.

Ms. Taylor announced the team of the quarter was Diane Gonzales, Corbett Mabry, Greg Hillabrand, Roberto Ramirez, Damas Raymond, John Simmons, Theodore Holly, Jude Placide, Marco Edmond, Alexander Smith, and Darryl Baker from the Public Works Department for their exceptional dedication to public service. She said that on their day off, they continued to work to ensure road safety.

Ms. Taylor said the Employee of the Quarter was Garret Falconer, Fleet Superintendent. Ms. Taylor described many instances in which Mr. Falconer went above and beyond for the City of Bradenton and its employees.

Mayor Brown and the council members thanked all the employees for the wonderful job they do.

CITIZEN COMMENTS:

Jennifer Hoffman, Executive Director of Keep Manatee Beautiful, spoke about the success of tree giveaways and said on April 18, 2026, there would be an event to celebrate Earth Day.

Pat Simmons, 1833 60th Avenue West, requested support from the City for her "FIX in '26" campaign to spotlight people with disabilities.

Colton Herman, 1111 31st Street West, voiced concerns with affordable housing in the City.

Irvin Lee, Public Works and Utilities Director, announced the retirement of Don Brunner, Facilities Superintendent, after 30 years of service to the City. In turn, council members and staff shared memories and appreciation for his dedicated service to the City. Carl Callahan, former City Administrator, also shared his heartfelt wishes for Mr. Brunner.

CONSENT AGENDA:

a) Administrative Services: Resolution 25-94 - CDBG 2024-25 Consolidated Annual Performance Evaluation Report (CAPER)
b) Administrative Services: Resolution 25-106 - SHIP Affordable Housing
c) Administrative Services: Resolution 25-110 - Hurricane Loss Mitigation Program (HLMP)
d) City Administration: Agreement for Use of Storage Space Between the City of Bradenton and Realize Bradenton, Inc.
e) City Administration: Resolution 25-81 - Insurance and Benefits Committee Revised Policy
f) Clerk: Minutes from the November 12, 2025 City Council Meeting
g) Event Review Committee: Dream Spring Fling
h) Event Review Committee: Suncoast Remake Learning Days
i) Finance: Budget Adjustment BA26-01
j) Legislative: Resolution 25-107 - Planning Commission Reappointment
k) Legislative: Resolution 25-108 - Fire Pension Board Reappointment
l) Legislative: Resolution 25-109 - Planning Commission Reappointment
m) Public Works & Utilities: Amendment No. 1 to Grant Agreement LPA0470 with the Florida Department of Environmental Protection (FDEP)
n) Public Works & Utilities: Purchase Approval for a 2026 Peterbilt 520 Heil FEL 66K GVW
o) Public Works & Utilities: Purchase Approval of a 2026 Peterbilt 537 Petersen Grapple Loader
p) Public Works & Utilities: Purchase Approval for two 2026 Peterbilt 548 Galbreath Roll OFFS
q) Public Works & Utilities: Purchase Approval for a 2026 Ford F-450 Super Crew Cab
r) Public Works & Utilities: Purchase Approval for a 2026 Ford F-550 Super Cab
s) Public Works & Utilities: Purchase Approval for a 2026 Ford F-750 Regular Cab
t) Public Works & Utilities: Purchase Approval for a 2026 Ford F-450 Super Cab
u) Purchasing: Agreement PB-26-011NT with CJ's Sales and Service of Ocala, Inc.
v) Purchasing: Amendment No. 1 to Term Contract 24-002EJ with Utility Service Co., Inc. dba utility Service Group Water Solutions, LLC
w) Purchasing: First Contract Extension of Contract for Subrogation Recovery Services with Alternate Claims Management, LLC

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEM N was made by Councilman Schuessler and seconded by Councilwoman Kocher. The motion passed 5-0.

Councilman Schuessler felt that consent agenda item (n) should be brought forward at a later date because there would be a discussion about solid waste and recycling at the workshop on December 11, 2025. Staff agreed to bring the item back at a meeting in the future.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) Planning & Community Development: **Quasi-Judicial**: RESOLUTION 25-99 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0021 TO OPERATE A DRIVE-THRU RESTAURANT FACILITY IN THE T-5 (URBAN CENTER) ZONING DISTRICT FOR PROPERTY LOCATED AT 126 5TH AVENUE DRIVE EAST, 604 2ND STREET EAST, AND 608 2ND STREET EAST, BRADENTON, FL (PARCELS 3174300008, 3174500003 AND 3174400006) BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Jamie Schindewolf, Senior Planner, explained that the applicant was seeking approval for a Special Use Permit for a drive-through restaurant at the properties located at 126 5th Avenue Drive East, 604 2nd Street East, and 608 2nd Street East.

She noted that the subject property was zoned T5 (Urban Center) and has a future land use designation of Urban Central Business District (UCBD). The combined area of the properties was approximately 0.3696 acres, and the lots were vacant. Additionally, she stated that the proposed drive-through restaurant was not expected to negatively impact surrounding property values.

Staff Report:

> *"The property is in an exception area of the Comprehensive Plan that allows for auto-oriented uses. However, the overall goal of this district is to promote urban, pedestrian oriented uses. The proposed use may be able to meet the Special Use criteria, but there are some concerns regarding the layout.*
>
> *On November 19, 2025, the City of Bradenton Planning commission voted 6-1 in favor of recommending approval of the use with stipulations."*

Abed Suwaity, agent for the applicant, said they had met code requirements for parking and stacking and added that he was working with the owners of Kentucky Fried Chicken (KFC) regarding sharing a dumpster.

Councilwoman Kocher asked what restaurant would occupy the drive-through, and Mr. Suwaity explained that a coffee shop would occupy that space.

Vice Mayor Gonzalez Moore expressed concerns about traffic flow associated with a drive-through restaurant. She emphasized the importance of making the area more pedestrian-friendly.

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 25-99 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Kocher and seconded by Councilwoman Barnebey. The motion passed 4-1. Vice Mayor Gonzalez Moore voted no.

Recess called at 10:12 a.m. and the meeting reconvened at 10:17 a.m.

b) Planning & Community Development: Quasi-Judicial: RESOLUTION 25-101 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0018 AUTHORIZING A DOCK FOR PROPERTY SEPARATED FROM A BODY OF WATER BY A PUBLIC RIGHT-OF-WAY OR PUBLIC PROPERTY AT 2435 RIVERVIEW BLVD, BRADENTON, FLORIDA (PARCEL ID NO. 3398610000), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Brandon Wink, City Planner, stated the applicant would like to build a dock across the street from their property at 2435 Riverview Boulevard. He explained that the applicant would like to rebuild the existing dock that was damaged during the last hurricane season.

Staff Report:

> *"If approved, staff recommends the following stipulations, as amended by Planning Commission:*
>
> 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 ordinances.*
> 2. *Lighting must be according to FDEP requirements.*
> 3. *All other applicable state or federal permits be obtained before commencement of the development. Any conditions associated with the required FDEP permit will be met at 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."*

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 25-101 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

c) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 25-102 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0020 AUTHORIZING A GROUP CARE FACILITY TO BE BUILT AT 1512 BALLARD PARK DR., BRADENTON, FLORIDA (PARCEL ID NO. 3361900008), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Wink presented a request for a group facility to be built on a parcel already owned by the applicant. He said the parcel was planned to be combined with the site directly to the north, which currently was a residential maternity home and a small office building.

Staff Report:

> *"1. Planning Commission previously heard this item and unanimously recommended approval going forward towards City Council.*
>
> *2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan."*

Peggy Kerwin, Executive Director of Solve Maternity Homes, explained that Solve Maternity Homes was a long-standing nonprofit group residential home that supported pregnant and parenting women. She stated that the request was aimed at expanding the home to provide additional services for women and families.

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 25-102 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Coachman and seconded by Councilman Schuessler. The motion passed 5-0.

d) Planning & Community Development: ORDINANCE 4065 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7, FENCES AND HEDGES, TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AMENDING SECTION 5.2.2.4, FENCES AND HEDGES, TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10, DEFNIITIONS, TO MODIFY DEFINITIONS RELATED THERETO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for January 14, 2026.

e) Planning & Community Development: ORDINANCE 4071 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-241 OF THE CITY CODE OF ORDINANCES TO MODIFY CERTAIN PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for January 14, 2026.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) Event Review Committee: DeSoto Heritage Festival Grand Parade

Kelly Thomas provided a summary of the event. She explained that the parade was scheduled for April 25, 2026, and that the Event Review Committee recommended approval.

MOTION TO APPROVE THE DESOTO GRAND PARADE EVENT AS PRESENTED was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

b) Planning & Community Development: Request for Expenditure of Tree Mitigation Funds and Guidance regarding 2026 Tree Giveaways

Ms. Schindewolf explained that the Tree and Land Preservation Board requested funding from the Tree Mitigation Fund to cover tree giveaways in October 2025, November 2025, and an upcoming giveaway in December 2025 at the Bradenton Market. Ms. Schindewolf added that there was an additional invoice that was added after the agenda was distributed.

Jennifer Hoffman, Executive Director of Keep Manatee Beautiful and Tree and Land Preservation Board Chair, requested $6,000 a month through 2026. Mayor Brown suggested providing funding until the end of May 2026, after which the situation would be reevaluated.

MOTION TO APPROVE THE EXPENDITURE OF TREE MITIGATION FUNDS TO SUPPLY TREE GIVEAWAYS AT THE BRADENTON PUBLIC MARKET THROUGH MAY 2026, NOT TO EXCEED $30,000 was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

MOTION TO APPROVE THE REQUEST FOR EXPENDITURE OF TREE MITIGATION FUNDS FOR THE 2025 TREE GIVEAWAYS was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 4-0. Vice Mayor Gonzalez Moore was not in the room.

c) Community Redevelopment Agency: Shuffleboard Court Land Update Lease Modification and Extension Agreement - 2022 to 2028

Jeff Burton, Community Redevelopment Agency (CRA) Executive Director, gave an update on the property located at 1525 8th Avenue Drive West. He said the current lease with Bradenton Shuffleboard Club would not be affected by the sale of the property because the lease modification extended occupancy until March 28, 2028.

Mr. Burton announced that the CRA had received an unsolicited bid for an estimated $30,000,000 project. He estimated that the project would generate $2,800,000 for the CRA. He said the project was geared to offer mixed-use housing, and because the City owned the property, the final sale would come back before Council for approval.

d) City Administration: Emergency Procurement Report

Rob Perry, the City Administrator, explained that there were emergency purchases made for repairing a water main break and for acquiring a transfer pump for the Wastewater Treatment Plant.

A recess was called at 10:53 a.m. and the meeting reconvened at 11:00 a.m.

UNFISINSHED BUSINESS:

a) City Administration: Ironwood Water Main Assessment - TIME CERTAIN AT 11:00 AM

Lance Williams, Chief Operating Officer, explained that at the September 14, 2022, City Council meeting, the previous Public Works and Utilities Director, Jim McLellan, said that the Ironwood Community Association (ICA) requested the City to take over the operation and maintenance of their private and aging water system. At the time, he continued, Council unanimously passed a motion for staff to engage an engineering firm to design water systems improvement and obtain sufficient guarantees to ensure reimbursement to the City.

Mr. Williams stated that since the 2022 meeting, staff researched financing options, received the engineering design from Jones Edmunds, advertised the Invitation to Bid (ITB), and that Jones Edmunds subsequently provided the bid evaluation letter. He explained that staff met with the ICA property manager, association president, and their attorney to discuss the preliminary requirements from the City.

Mr. Williams announced that each association representative certified that an informational letter was sent to all residents on October 3, 2025, and an informational community meeting was held on October 14, 2025. He explained that the next steps would be for the Council to determine the payback period for residents and approval or denial for the City to provide operation and maintenance after the replacement project was completed. He concluded that specific financing discussions would be brought to the Council at a later time.

Property manager for Ironwood, Molly Treworgy, stated that the residents asked for a 20-year repayment assessment. Mr. Williams noted that the repayment options would be presented to the residents.

MOTION TO APPROVE MOVING FORWARD WITH THE PROJECT AND ACCEPT THE RECOMMENDATION FROM THE ICA BOARD FOR A 20 YEAR ASSESSMENT WITH THE UNDERSTANDING THAT RESIDENTS MAY PAY FOR THE ASSESSMENT IN FULL WITHOUT PENALTIES was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL - CONTINUED

e) City Administration: Resolution 25-111 - Drinking Water State Revolving Fund Supplemental Appropriation – Helene and Milton Funding

Mr. Perry stated that Resolutions 25-111 and 25-112 pertained to hurricane funding from the federal government. He commended the collaboration between the City and Woodard and Curran in securing the funding. Scott Shannon from Woodard and Curran informed the Council that the funds had already been awarded and are 100% forgivable, meaning there would be no debt incurred by the City.

MOTION TO APPROVE RESOLUTION 25-111 AND AUTHORIZE THE MAYOR TO EXECUTE THE LOAN APPLICATION, LOAN AGREEMENT, AND SUPPORTING DOCUMENTS was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion was passed 5-0

f) City Administration: Resolution 25-112 - Clean Water State Revolving Fund Supplemental Appropriation – Helene and Milton Funding

MOTION TO APPROVE RESOLUTION 25-112 AND AUTHORIZE THE MAYOR TO EXECUTE THE LOAN APPLICATION, LOAN AGREEMENT, AND SUPPORTING DOCUMENTS was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion was passed 5-0

COUNCIL REPORTS:

Councilwoman Barnebey recognized Realize Bradenton for their tremendous job organizing the Winter Wonderland event. She extended her sympathy to the families of Brenda Harvey and Kimm Middleton due to their recent passing.

Councilman Schuessler also praised the Winter Wonderland event, acknowledging all those involved and the impressive turnout. He wished everyone a happy holiday season and was excited for his neighborhood potluck dinner.

Vice Mayor Gonzalez Moore reported that she was recently sworn in as the secretary treasurer for the Tampa Bay Regional Planning Council. She wished everyone a Merry Christmas and happy holidays.

Councilwoman Coachman expressed her appreciation for Councilwoman Barneby's remarks regarding Brenda Harvey and Kimm Middleton. She reflected on her own memories of the two women and the impact they had on the community. She wished everyone happy holidays and encouraged them to enjoy the season.

Councilwoman Kocher praised Realize Bradenton for their efforts in organizing Winter Wonderland. However, she expressed her disappointment regarding the lack of decorations along Manatee Avenue and proposed that all of Manatee Avenue be decorated next year. She also conveyed her hope that everyone would have the opportunity to spend time with their families during the holiday season and wished everyone a very Merry Christmas.

Mayor Brown spoke highly of the Winter Wonderland event. He spoke about the Face It and Fix It campaign and said he was proud that the City of Palmetto and Manatee County also received funding. He thanked everyone and their efforts and wished everyone Merry Christmas, Happy Hanukkah, and all other holidays.

DEPARTMENT HEAD REPORTS:

Chief Geer thanked those who attended the 2025 Congressional Fire/EMS awards ceremony on December 5, 2025.

Chief Cramer thanked everyone for their prayers for Pastor Don Sturiano and his continued improvement.

The meeting was adjourned by Mayor Gene Brown at 12:25 p.m.

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

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the December 11, 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 December 11, 2025, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the December 11, 2025, City Council workshop.

ATTACHMENTS:
12-11-2025 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
December 11, 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 Thursday, December 11, 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; Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Brian Thiers, Assistant Police 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 workshop was called to order by Mayor Gene Brown at 8:32 a.m.

Citizen Comments: None.

Discussion Topics:

a) Riverwalk Maintenance

Ross Peterson, Operations and Maintenance Manager, presented details of all Riverwalk Maintenance projects which included:

- Landscape Refresh – Mulching, Shelling, Plantings, Replacement
- Contract Oversight/Compliance
- Irrigation Systems Repair and Replace
- Shade Structures – Rossi Park, Riverwalk East
- Amphitheater – Structural Review, Repairs
- Day Dock – Structural Analysis performed
- Clock Tower – Upgrades/Repairs needed
- Stormwater Improvements – Preventative Maintenance
- Lift station Assessment – Upgrades and Modifications needed

b) Paving and Sidewalks

Kim Clayback, Engineering Section Manager, gave a presentation on sidewalk and road repaving projects. Ms. Clayback spoke about the Face It and Fix It campaign and provided updates which included:

- Sidewalk repairs and replacements
- Road Resurfacing, bids in process, and new software for Pavement Condition Index (PCI)

- Water Main Improvements - Under construction and upcoming

c) Face It and Fix It

- Funding Sources
- Potable Water – Treatment Plant, Water Supply, Distribution System
- Clean Water – Water Reclamation Facility, Lift Stations, Collection System
- Pipe Lining – 16 miles of pipes lined and in FY2026-27, she anticipated that 65 miles of pipe would be lined
- Manhole Rehabilitation – 1,234 Manholes lined and she anticipated 200 additional manholes would be lined in 2026

The workshop was recessed at 11:02 a.m. and then reconvened at 1:30 p.m.

d) FEMA/Insurance Reimbursement Report

David Lindsey, Capital Improvement Fiscal Program Manager, gave a presentation about the reimbursements expected for the 2024 Hurricane Season.

- Debby - 10 projects - $1,000,000 projected reimbursement
- Helene - 6 projects - $596,000 projected reimbursement
- Milton - 28 projects - $9,400,000 projected reimbursement

Mr. Lindsey announced that staff anticipated recovering approximately 78% of storm-related costs through the Federal Emergency Management Agency (FEMA) and insurance.

e) Solid Waste and Recycling

Lance Williams, Chief Operating Officer, presented a slideshow with information on curbside recycling which included:

- Services offered, current and proposed
- Costs of current and prospective services
- Regional cost comparisons

After a thorough discussion among council members, the majority expressed a desire to maintain garbage collection twice a week and to delay the reinstatement of curbside recycling for the time being. Additionally, there was a conversation about the possibility of establishing a central recycling hub at the Public Works Annex.

The workshop was recessed at 3:26 p.m. and then reconvened at 3:35 p.m.

f) City Hall

Mr. Williams explained that the developer proposed constructing a city hall on the east side of the property of the proposed development and presented a rendering of the potential future site.

Mayor Brown provided an overview of the plans and possible uses for the space within the current city hall building. Mr. Williams emphasized the importance of keeping city hall in downtown Bradenton. He indicated that implementing the plan would be the most cost-effective option, as it would utilize existing utilities and the City Centre Parking Garage.

The majority of council members were in favor of staff gathering additional information about the proposed site and the plans that were presented.

The City Council workshop adjourned at 4:09 p.m.

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

AGENDA ITEM NO. 8.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Back to Angola Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the stipulations: 2 Bradenton Police Department Extra Duty Officers onsite, 2 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:
Oaktree Community Outreach submitted an application to host the Back to Angola Festival on March 7-8, 2026, at Riverwalk East. This is a two-day event featuring music, food, vendors and speakers celebrating USA and Bahamas shared history. The event has an expectation of 250 attendees per day.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Back to Angola Festival with the stipulations recommended by staff.

ATTACHMENTS:
Back to Angola Festival Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Oaktree Community Outreach Inc Date of Application: 11/20/2025

Contact Name: Daphney Towns Contact Phone 1: 941-933-0430

Contact Email: backtoangola@gmail.com Contact Phone 2: _____

Address: 4654 S.R. 64 E Suite 201

City: BRADENTON State: FL Zip: 34208

Event Information

Name of Event: Back To Angola Festival Event Date: 3/7-3/8/2026

Purpose of Event: To commemorate and celebrate the USA and Bahamas shared history

Description of Event: Two days Cultural historical festival

Event Location: River Walk East 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): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3-7-2026	Saturday	8: AM	1: PM	15
Event Day 1	3-7-2026	Saturday	1. PM	8: PM	250
Event Day 2	3-8-2026	Sunday	Noon	5: PM	250
Event Day 3					
Break Down	3-8-2026	Sunday	5 PM	8. PM	15

Number of years event has been held: 5 previous Past Attendance: 200

(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	12	

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: Propane

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? _____

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

_____

_____

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

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

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? (Yes) No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No 3 per site plan

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, Daphney Towns, applicant/event organizer for BTAF 2026 (event), scheduled for (~~date~~&hours), 3/7-3/8/2026 from 1pm noon to 8:45pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

DBTowns — Signature of Applicant/Event Organizer

Oaktree Community Outreach Inc — Organization

Daphney Towns — Typed or Printed Name and Title

11/20/2025 — 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.

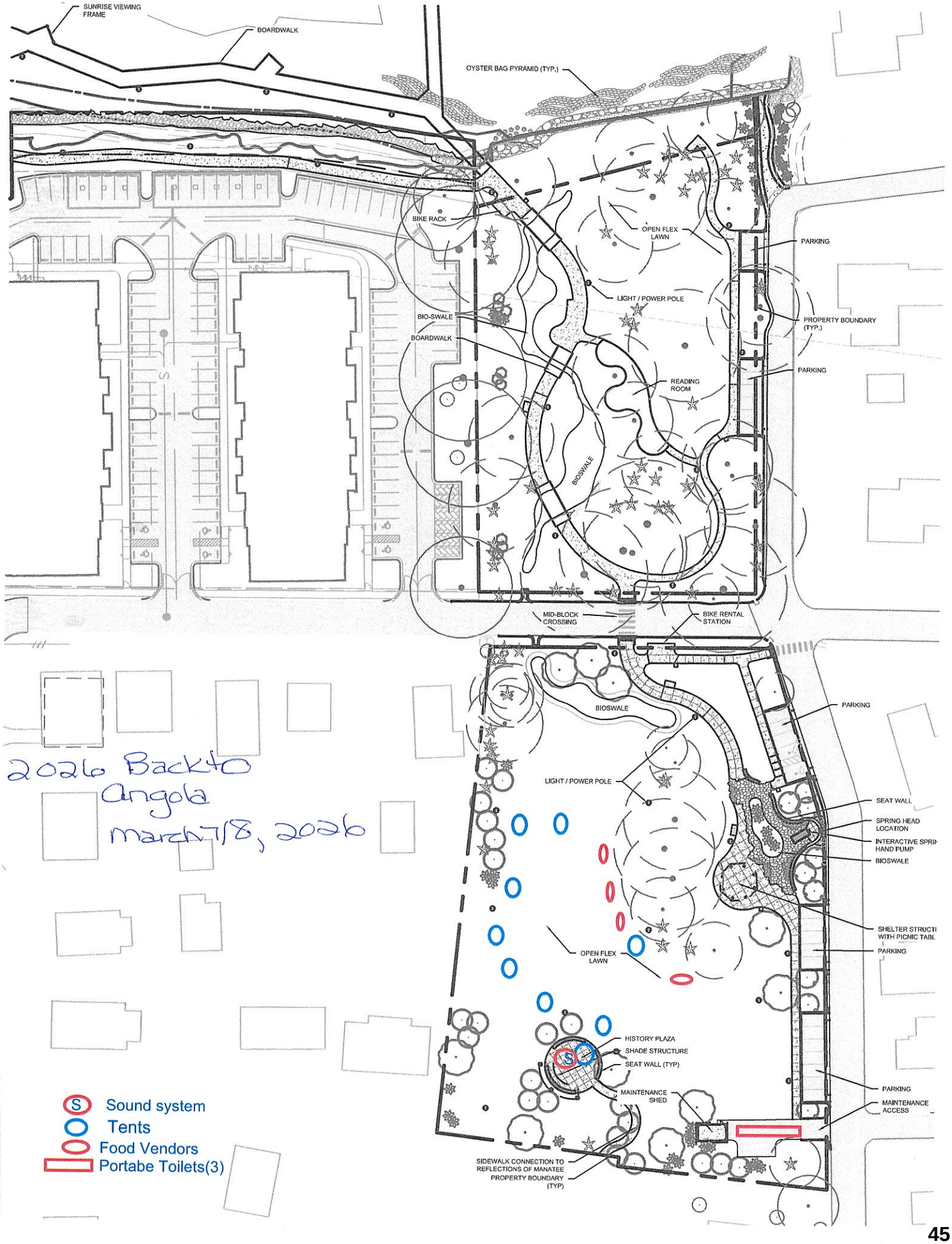
DBTowns — Signature of Applicant/Event Organizer

Oaktree Community Outreach Inc — Organization

Daphney Towns — Typed or Printed Name and Title

11/20/2025 — Date

(03/2022)



2026 Back to Angola
March 7/8, 2026

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: DeSoto Grand Parade Block Party

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Barricades and City large truck vehicles blocking the Manatee and 6th Avenue entrances to ensure safety for the attendees, 4 Public Works Extra Duty Staff onsite for the block party and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Hernando DeSoto Historical Society has submitted an application for a "Block Party" to be held during the Grand Parade on April 25, 2026. The block party will feature family friendly music, games, food and beverage options. The block party will be on 12th Street West between Manatee Avenue and 6th Avenue West, and has an expectation of 300 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the DeSoto Grand Parade Block Party event with the stipulations recommended by staff.

ATTACHMENTS:
Desoto Grand Parade Block Party Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando deSoto Historical Society Date of Application: 11/17/25

Contact Name: Gus Soros Contact Phone 1: 941-920 4046

Contact Email: manager@desotohq.com Contact Phone 2: 941-747-1998

Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Grand Parade Block Party Event Date: 4/25/2026

Purpose of Event: Entertainment

Description of Event: Family Friendly Ave Parade gathering

Event Location: 12TH Street W - Between Manatee Ave & 6th Ave

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): 12th Street	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4/25/26	Saturday	9 AM	3 pm	25-50
Event Day 1	4/25/26	Saturday	3 pm	9:30 AM	300
Event Day 2		n/A			
Event Day 3		n/A			
Break Down	4/25/26	Saturday	930 pm	10 pm	25-50

Number of years event has been held: 2 Past Attendance: 200-300

(03/2022)

11/17/25 Gus updated Breakdown hours.

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	8-10	12TH 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? Food TRUCKS

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

same stage as per downtown CoB sponsored events

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? (Yes) No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Gus Sokos, applicant/event organizer for HDHS (event), scheduled for (date&hours), 4-25-26, from 9AM to 10 PM, 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

Hernando de Soto
Organization

Gus Sokos, CEO, Executive Director
Typed or Printed Name and Title

11/17/25
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.

Signature of Applicant/Event Organizer

Hernando de Soto
Organization

Gus Sokos, CEO, Executive Director
Typed or Printed Name and Title

11/17/25
Date

(03/2022)

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

Name of Requestor: Gus Sotos

Name of Organization: Hernando de Soto Historical Society

Street Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-920-4046 Email: manager@desotohg.com

Name of Event: Grand Parade Block Party

Start Date: 4/25/26 End Date: 4/25/26 Start Time: 9am End Time: 10pm

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

12th Street W, between Manatee Ave and 6th Ave, West.

Proposed detour route (include alternative road and map):

See attached..

Additional notes and comments:

(03/2022)



[] street closure

→ Traffic flow

Grand Parade
Block Party
Only

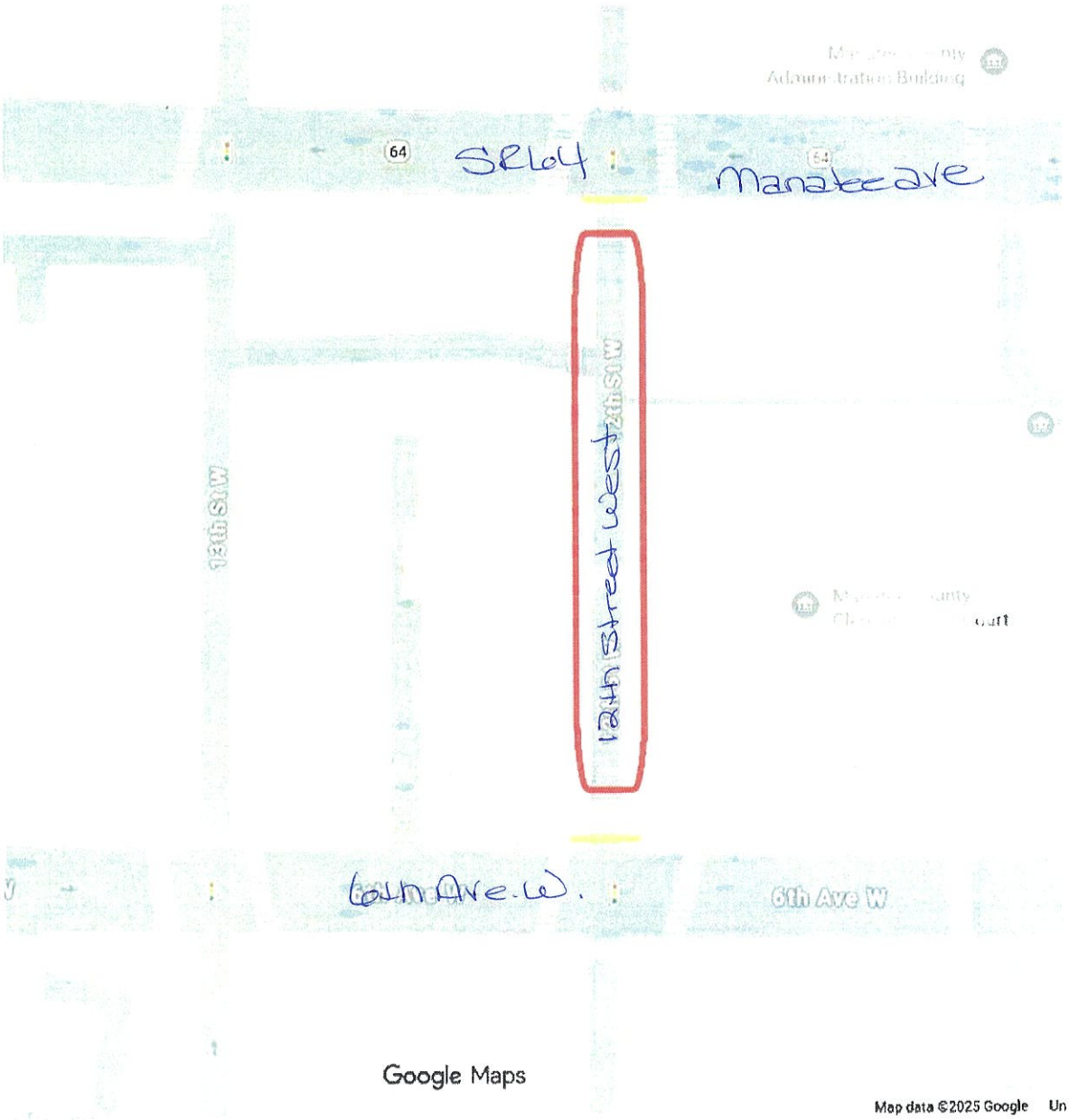
4/25/26

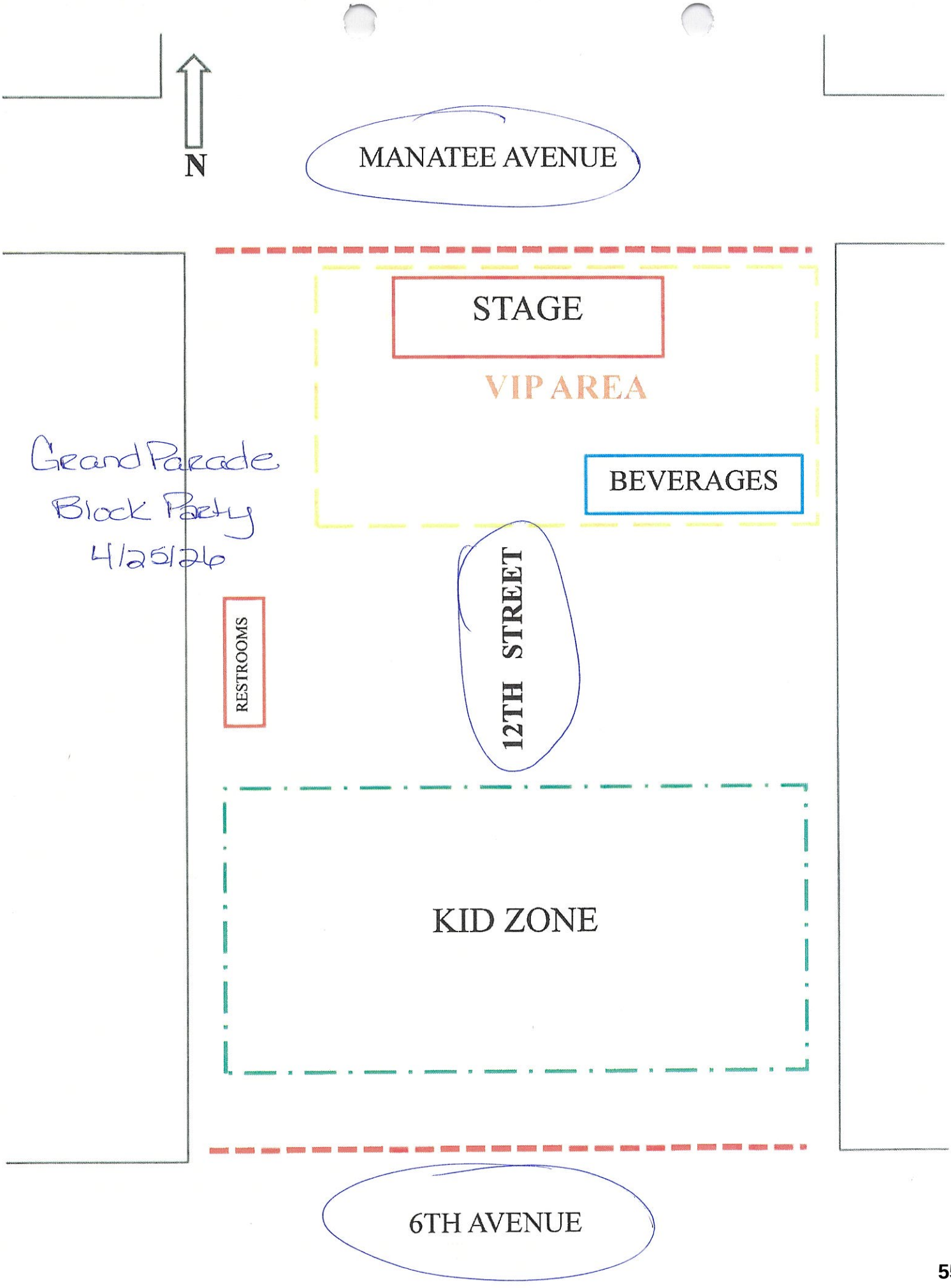
DE SOTO GRAND PARADE BLOCK PARTY

4/25/26

Block Party zone

Barricades




N
MANATEE AVENUE
STAGE
VIP AREA
BEVERAGES
Grand Parade
Block Party
4/25/26
RESTROOMS
12TH STREET
KID ZONE
6TH AVENUE

AGENDA ITEM NO. 8.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: MCR's Health Expo 2026

SUGGESTED ACTION: Event Review Committee recommends approval with stipulations: 1 BPD Extra Duty Officer to provide security overnight at event site (1/30/26), 2 BPD Extra Duty Officers onsite day of event (1/31/26), 1 Public Works Extra Duty Staff onsite (1/31/26) 1 Public Works Sanitation Staff onsite (1/31/26) and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
MCR Health 2026 MCR Health Expo at Riverwalk Pavilion on January 31, 2026. The event features free health services, live music and community resources. The event has an expectation of 300 attendees. Event Set up is requested for January 30, 2026.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the MCR's Health Expo 2026 event with the stipulations recommended by staff.

ATTACHMENTS:
MCR's Health Expo 2026 Application and Site Plan

(2 days)

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: MCR Health

Date of Application: 10/28/25

Contact Name: Esperanza Gamboa
Senior Director Outreach

Contact Phone 1: 941-875-6844

Contact Email: Egamboa@mcr.health

Contact Phone 2: 941-737-8458

Address: 101 Riverfront Blvd Suite 100

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: MCR's Health Expo 2026

Event Date: 01/31/2026

Purpose of Event: Community Health Fair

Description of Event: Free health services + community resources

Event Location: Riverwalk's Rossi Park, 452 3rd ave W Bradenton, FL 34205

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	01/30/26	Friday	9:00am	3:00pm	15
Event Day 1	01/31/26	Saturday	10:00am	2:00pm	300
Event Day 2					
Event Day 3					
Break Down	01/31/26	Saturday	2:00pm	4:00pm	15

They will provide security.

Number of years event has been held: 3

Past Attendance: 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
10x10	40	Rossi Park

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? Pre-packaged food (Publix)

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.

The event will feature a DJ, live music and children's entertainment. There will be appropriate equipment.

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.

N/A

(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, Esperanza Gamboa, applicant/event organizer for MCR Health Fair (event), scheduled for (date&hours), January 31st, 26 from 10am to 2pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

E Gamboa — MCR Health

Signature of Applicant/Event Organizer — Organization

Esperanza Gamboa, Senior Director Outreach & Community Relations — 10/28/25

Typed or Printed Name and Title — Date

01/30/26 9am-3pm (setup)
01/31/26 10am-2pm (Event)
01/31/26 2pm-4pm (Breakdown)

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.

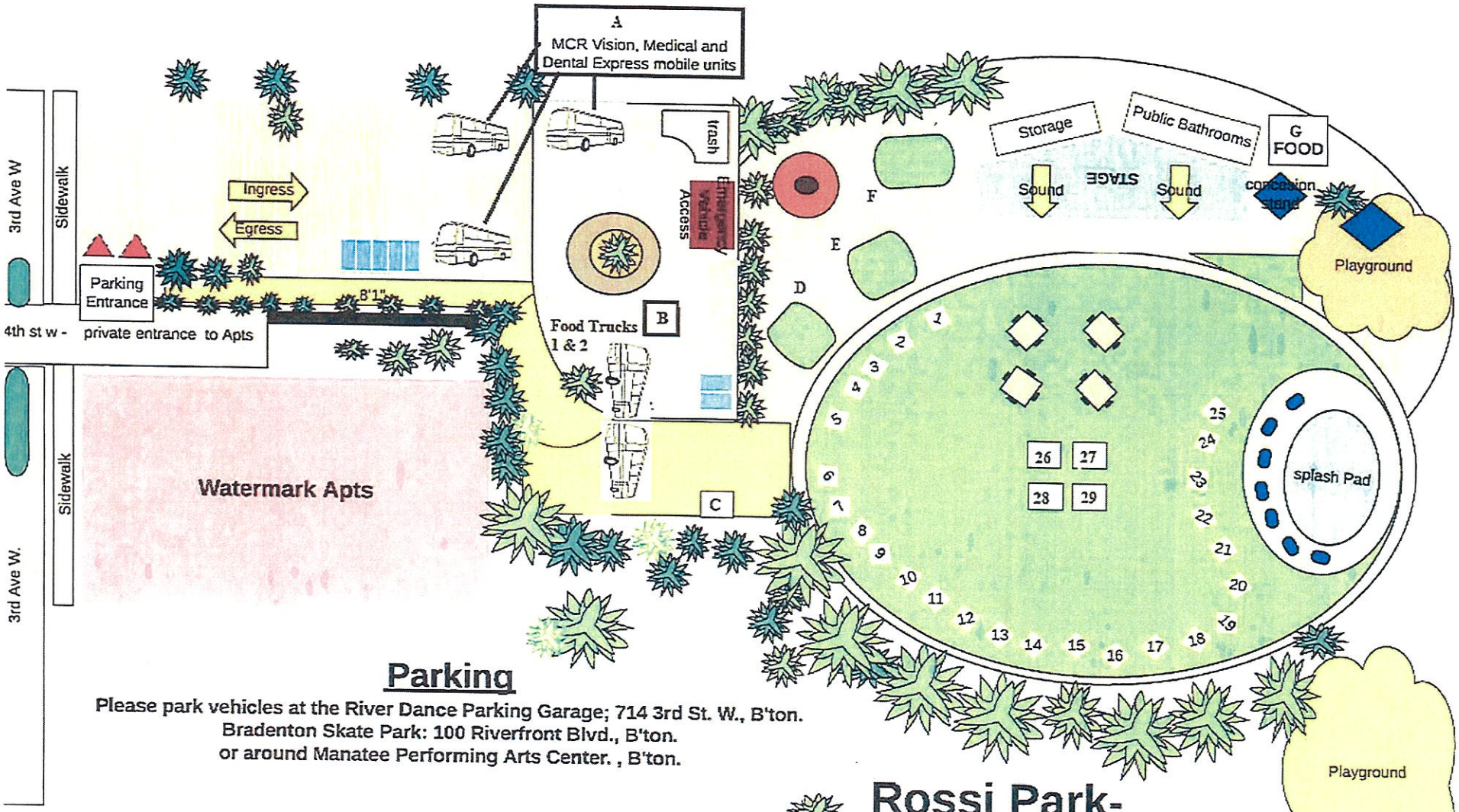
E Gamboa — MCR Health

Signature of Applicant/Event Organizer — Organization

Esperanza Gamboa, Senior Director Outreach & Comm. Relations — 10/28/25

Typed or Printed Name and Title — Date

(03/2022)



Parking

Please park vehicles at the River Dance Parking Garage; 714 3rd St. W., B'ton.
Bradenton Skate Park: 100 Riverfront Blvd., B'ton.
or around Manatee Performing Arts Center. , B'ton.

Rossi Park- Bradenton Waterfront Pavilion

AGENDA ITEM NO. 8.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-06 - 2026 IRS Standard Mileage Rate

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Update to the City's mileage reimbursement for use of personal vehicle for City business; rate increased from 70.0 cents to 72.5 cents per mile, in accordance with IRS Notice 2026-10. Per City Resolution 06-09, the mileage reimbursement rate for employees that use their personal vehicles to travel on City business is to be equal to the reimbursement rate established by the IRS.

FINANCIAL IMPACT:
Increase of 2.5 cents per mile from the current rate of 70.0 cents per mile.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 26-06

ATTACHMENTS:
Resolution 26-06

CITY OF BRADENTON

RESOLUTION NUMBER 26-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ESTABLISHING A MILEAGE REIMBURSEMENT RATE FOR CITY OF BRADENTON EMPLOYEES USING PERSONAL VEHICLES TO TRAVEL ON CITY BUSINESS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton desires to establish reimbursement rates for employees traveling on City business; and

WHEREAS, the City Code of Ordinances provides that such rates shall be established by Resolution; and

WHEREAS, per Resolution 06-09, the mileage reimbursement rate for employees who use their personal vehicles to travel on city business is to be equal to the reimbursement rate established by the Internal Revenue Service (IRS); and

WHEREAS, the IRS has announced it will adjust its mileage reimbursement rate as of January 1, 2026.

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

1. The mileage reimbursement rate for employees who use their personal vehicles to travel on City business will be increased from 70.0 to 72.5 cents per mile in keeping with the rate established by the Internal Revenue Service.
2. This reimbursement rate of 72.5 cents shall take effect for all miles traveled on or after January 1, 2026.
3. This reimbursement rate remains in effect until further notice from the IRS.
4. All prior resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 14th DAY OF JANUARY, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

2026 Standard Mileage Rates

Notice 2026-10

SECTION 1. PURPOSE

This notice provides the optional 2026 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2026 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).[1]

SECTION 2. BACKGROUND

Rev. Proc. 2019-46, 2019-49 I.R.B. 1301, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) and § 1.274-5, the amount of

[1] Unless otherwise specified, all "section" or "§" references are to sections of the Internal Revenue Code or the Income Tax Regulations (26 CFR part 1).

ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46, except to the extent the law has been specifically changed by Public Law 119-21, 139 Stat. 72 (July 4, 2025), commonly known as the One, Big, Beautiful Bill Act (OBBBA). However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts, if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

Longstanding regulations under § 61 provide special valuation rules for employer-provided automobiles. The amount that must be included in the employee's income and wages for the personal use of an employer-provided automobile generally is determined by reference to the automobile's FMV. If an employer chooses to use a special valuation rule, the special value is treated as the FMV of the benefit for income tax and employment tax purposes. Section 1.61-21(b)(4). Two such special valuation rules, the fleet-average valuation rule and the vehicle cents-per-mile valuation rule, are set forth in § 1.61-21(d)(5)(v) and § 1.61-21(e), respectively. These two special valuation rules are subject to limitations, including that they may be used only in connection with automobiles having values that do not exceed a maximum amount set forth in the regulations.

SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses for 2026 is 72.5 cents per mile for all miles of business use (business standard mileage rate). See section 4 of Rev. Proc. 2019-46. However, § 70110 of the OBBBA made permanent the disallowance for all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses, except for certain educator expenses as described later. However, deductions for expenses that are deductible in determining adjusted gross income remain allowable. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid in whole or in part on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2025), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2025), and therefore may continue to use the business standard mileage rate. See § 62(a)(2). Similarly, eligible educators are also entitled to deduct certain unreimbursed employee travel expenses as an adjustment to total income on line 11 of Schedule 1 of Form 1040 (2025) up to the dollar limit, but alternatively they may be entitled to an itemized deduction on Schedule A of Form 1040 for 2026. See §§ 62(a)(2)(D) and 67(b)(13).

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See § 170(i); see also section 5 of Rev. Proc. 2019-46.

The standard mileage rate for 2026 is 20.5 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g), as supplemented by § 217(k)(2). See also section 5 of Rev. Proc. 2019-46. Section 70113(a) of the OBBBA made permanent the disallowance for the deduction for moving expenses, except to the extent § 217(g) applies, for taxable years beginning after December 31, 2017, and § 70113(b) of the OBBBA added a new provision that included certain members of the intelligence community within the scope of § 217(g). Accordingly, members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station to whom § 217(g) applies and members of the intelligence community who move after December 31, 2025, pursuant to a change of assignment which requires relocation, are permitted to deduct certain moving expenses. Thus, except for taxpayers to whom § 217(g) applies, including certain members of the intelligence community, the standard mileage rate provided in this notice is not applicable for the use of an automobile as part of a move.

SECTION 4. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 26 cents per mile for 2022, 28 cents per mile for 2023, 30 cents per mile for 2024, 33 cents per mile for 2025, and 35 cents per mile for 2026. See section 4.04 of Rev. Proc. 2019-46.

SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed $61,700 for automobiles (including trucks and vans). See section 6.02(6) of Rev. Proc. 2019-46.

SECTION 6. MAXIMUM VALUE OF EMPLOYER-PROVIDED AUTOMOBILES

For purposes of the fleet-average valuation rule in § 1.61-21(d)(5)(v) and the vehicle cents-per-mile valuation rule in § 1.61-21(e), the maximum FMV of automobiles (including trucks and vans) first made available to employees in calendar year 2026 is $61,700**.**

SECTION 7. EFFECTIVE DATE

This notice is effective for: (1) deductible transportation expenses paid or incurred on or after January 1, 2026; (2) mileage allowances or reimbursements paid to a charitable volunteer or a member of the Armed Forces to whom § 217(g) applies and certain members of the intelligence community: (a) on or after January 1, 2026, and (b) for transportation expenses the charitable volunteer or such member of the Armed Forces or member of the intelligence community pays or incurs on or after January 1, 2026; and (3) for purposes of the maximum FMV of employer-provided automobiles for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile rule in § 1.61-21(e), automobiles first made available to employees for personal use on or after January 1, 2026.

SECTION 8. EFFECT ON OTHER DOCUMENTS

Notice 2025-5 is superseded.

DRAFTING INFORMATION

The principal author of this notice is Christian Lagorio of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice regarding the use of an employee-provided automobile, contact Mr. Lagorio at (202) 317-7005 (not a toll-free number). For further information on this notice regarding the use of an employer-provided automobile, contact Stephanie Caden of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), at (202) 317-4774 (not a toll-free number).

AGENDA ITEM NO. 8.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement between Florida Department of Law Enforcement (FDLE) for Fiscal Year 2025-26 Local Firearms Safety Training Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of Award Agreement FE004 between FDLE and the City of Bradenton to conduct firearms safety training to the general public. Awarded funds are $71,299 to purchase equipment, supplies, and cover personnel costs to host and conduct the training. Existing staff will host and conduct this training.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Legal Advisor reviewed and approved.

SUGGESTED MOTION:
Motion to approve the Agreement for State Financial Assistance with the FDLE.

ATTACHMENTS:
Agreement for State Financial Assistance with the FDLE

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
City of Bradenton

AWARD AGREEMENT

Award Number:	FE004
Project Title:	FY25-26 Local Firearm Safety Training Program
Project Period:	10/01/2025-06/30/2026
Award Funds:	$71,299.00
FLAIR Vendor ID:	596000283
CSFA Number:	71.103

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 ("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 Chapter 2023-18, Section 37, Laws of Florida, intended to provide the Recipient reimbursement of eligible costs resulting from allowable activities as defined in this agreement;

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 hereto 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 F**.

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 – Deliverables
Appendix C – Approved Budget
Appendix D – Sample Participant Sign-In Sheet
Appendix E – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix F – 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

The Florida Legislature passed House Bill 543 during the 2023 legislative session. Section 37 of the bill provided funding for the Florida Department of Law Enforcement to support the development or expansion of firearms safety training to be provided to the general public.

Training Class Minimums: The Recipient must conduct at least four (4) public firearms safety training classes by June 30, 2026. Failure to conduct the required training classes by the deadline will result in the Recipient being required to provide a refund of costs to FDLE.

Lesson Plan: At the time of application, the Recipient provided a comprehensive lesson plan for public firearms safety training to FDLE for review and approval. In the event a class is held that deviates from the approved lesson plan, written justification must be submitted to FDLE prior to conducting the class. FDLE may deny reimbursement for any costs outside the scope of the approved lesson plan.

Training Schedule: At the time of application, the Recipient provided an anticipated training schedule to FDLE for review and approval. The Recipient will be responsible for keeping FDLE informed of any changes to the approved training schedule (cancelations, rescheduled dates, etc.)

Proof of Performance: The Recipient will be responsible for providing a copy of the participant sign-in sheet for each class within thirty (30) days of class completion. The participant sign-in sheet must include, at a minimum: the name of the agency conducting the training, the date and time of the training, the names of the instructor(s), and the name, signature, and email address of each participant. A sample sign-in sheet is provided in **Appendix D**. The Recipient will be responsible for providing copies of all curricula utilized during public firearms safety training (such as training agendas, PowerPoint presentations, handouts, etc.) upon request.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reports

The Recipient shall be responsible for submitting monthly **SFA Local Firearms Safety Training Program (LFSTP) 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 Reports

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	11/15/2025	**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			

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: requisitions, purchase orders, quotes, general ledgers, fee schedules, 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/or chief officials below must be submitted to FDLE Bureau 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: 941-932-9350
Email: gene.brown@bradentonfl.gov

Recipient Chief Financial Officer

Name: Rob Perry
Title: City Administrator
Address: 101 12th St West
Bradenton, FL 34205-8634
Phone: 941-932-9442
Email: rob.perry@bradentonfl.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Ryan Derrick
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1271
Email: ryanderrick@fdle.state.fl.us

Award Signatures

In witness thereof, the duly authorized representatives of both Parties sign this Agreement to affirm and warrant they understand the terms and conditions set forth in the Agreement, including all of the attached Appendices, as of the month, day, and year set out below.

Modifications to this page, including strikeovers or whiteout, 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

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: FE004
Recipient: City of Bradenton
Project Title: FY25-26 Local Firearm Safety Training Program
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 Recipient must conduct at least four (4) firearms safety training classes to members of the general public by June 30, 2026. Failure to conduct the required training classes by the deadline will result in the Recipient being required to provide a pro-rated refund of costs to FDLE based on the number of classes held during the grant period
S0002	Firearms safety training classes must follow the lesson plan provided to FDLE at the time of award approval. In the event a class is held that deviates from the lesson plan, written justification must be provided to FDLE prior to conducting the class
S0003	The Recipient will be responsible for keeping FDLE informed of any changes to the class training schedule provided at the time of award approval. Major deviations in the training schedule will require the Recipient to provide an amended schedule to FDLE.
S0004	The Recipient must provide a copy of a participant sign-in sheet for each class outlined in the training schedule within thirty (30) days of class completion. At a minimum, this document must include: the name of the agency conducting the training, the date and time of the training, the name of the instructor(s), and the name, signature, and email address of each participant. A sample sign-in sheet is provided in Appendix D, and is available on CJG's website: LFSTP Fillable Participant Sign In Sheet.
S0005	The Recipient shall ensure all supplies and/or equipment items are ordered by January 31, 2026. If there are delays in the procurement process the Recipient shall notify the FDLE Grant Manager via email prior to the deadline.
S0006	The interactive mobile simulator must be used by members of the public in order to remain eligible for reimbursement under this award. Failure to utilize the simulator in public firearms safety training classes may result in reimbursement of all costs associated with the item.
W0007	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for the interactive mobile simulator, the Recipient must provide photos or videos showing how the simulator was utilized by members of the public.

Appendix B – Deliverables

Award Number: FE004
Recipient: City of Bradenton
Project Title: FY25-26 Local Firearm Safety Training Program
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 funds to pay overtime and fringe benefit costs for officers conducting public firearms safety training activities.
Minimum Performance Criteria:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
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 $27,059.00

Deliverable 2	The Recipient will use funds to purchase equipment and supplies associated with the implementation or instruction of public firearms safety training.
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 $44,240.00

Appendix C – Approved Budget

Award Number: FE004
Recipient: City of Bradenton
Project Title: FY25-26 Local Firearm Safety Training Program
Project Period: 10/01/2025-06/30/2026

Budget Category	Total
A. Personnel	$18,938.00
B. Fringe Benefits	$8,121.00
C. Travel	$0.00
D. Equipment	$40,690.00
E. Supplies	$3,550.00
F. Other Costs	$0.00
TOTAL	**$71,299.00**

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

$18,938.00 is allocated to support overtime costs for approximately four sworn officers conducting public firearms safety training activities at an average rate of $59.18 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. If the pay period is not listed on the payroll register, the Recipient shall include a copy of the payroll schedule for the period.

B. Fringe Benefits

$8,121.00 is allocated to support the employer-paid portion of fringe benefit costs associated with overtime costs charged to the grant.

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.

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.

$40,690.00 is allocated to purchase equipment associated with local firearms safety training.

Pistols (9) - $4,590.00

Red Dot Optics - $4,500.00

Spotting Scopes (3) - $600.00

Interactive Mobile Simulator - $31,000.00

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.

$3,550.00 is allocated to purchase supplies associated with local firearms safety training.

Training Ammunition - $2,500.00

Tents (2) - $300.00

Pistol Magazines (5) - $750.00

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 – Sample Participant Sign-In Sheet

Participant Sign-In Sheet

Agency Name: Elm County Sheriff's Office

Course Title: Local Firearms Safety Training Program

Date: 9/28/2024 **Start Time:** 9:00 am **End Time:** 4:00 pm

Location: ECSO Shooting Range, 482 Shady Oak Way, Elm City, FL 12345

Instructor Name(s): Lt. J. Smith, Cpt. D. Miller, Sgt. M. Baker

Printed Participant Name	Participant Signature	Participant Email Address
1.		
2.		
3.		
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Appendix E – 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	FY25-26 Local Firearm Safety Training Program
CSFA Number	71.103
Award Number	FE004
Award Amount	$71,299.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award FE004 are outlined in the award agreement.

Appendix F – 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. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. 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 Recipient 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. 8.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Drone Replacement Program Financial Assistance Agreement with the Florida Department of Law Enforcement (FDLE)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department was approved during the second round of funding to purchase three additional drones for deployment within the department. This grant will allow the Bradenton Police Department to deploy five drones, with one dedicated to tactical use.

FINANCIAL IMPACT:
This program expands our current drone program and adds 3 additional drones. This program does not add additional personnel, and the grant covers initial start-up and operational costs. Future costs are estimated at approx. $5,500.00/unit and will be a part of department operating costs.

ATTORNEY REVIEW/RECOMMENDATION:
Police Legal Advisor reviewed.

SUGGESTED MOTION:
Motion to approve the Drone Replacement Program Financial Assistance Agreement and authorize the Mayor to execute any future agreements for the Drone Replacement Program Financial Assistance with the FDLE.

ATTACHMENTS:
Drone Replacement Program Financial Assistance Agreement

Award #:
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Bradenton / Bradenton Police Department

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

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.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)
Name: Jeremy Giddens
Title: Grants/Business Operations Manager
Phone: 941-932-9350
Email: Jeremy.Giddens@bradentonpd.com

Chief Official
(please print)
Name: Gene Brown
Title: Mayor
Phone: 941-932-9555
Email: gene.brown@bradentonfl.gov

Financial Contact:
(please print)
Name: Lance Williams
Title: Chief Operating Officer
Phone: 941-932-9433
Email: Lance.Williams@bradentonFL.gov

Alternate Point-of- Contact
(please print)
Name: Brian Thiers
Title: Assistant Chief of Police
Phone: 941-932-9364
Email: Brian.Thiers@bradentonpd.com

Recipient's Vendor ID (FEID/EIN): 59-6000283

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Bradenton
Address 1: 101 12th St West
Address 2:
City, State, Zip: Bradenton, FL 34205

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: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Bradenton / Bradenton Police Department

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: Gene Brown Date: 1/6/26

Printed Name and Title: Gene Brown , Mayor

*** **If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: 12/10/2025

Printed Name and Title: ASSISTANT CHIEF OF POLICE

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #:
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: City of Bradenton / Bradenton Police Department **County:** Manatee

1. Recipient Type (select all that apply):

   New Recipient (no funds received under this program)

   Located in a fiscally constrained county

   ✔ None of the above

2. How many drone pilots do you currently have on staff? 6

3. How many additional pilots are you seeking to train/certify? 5

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 3

   Based on your request, you are seeking an award amount of $ 75,000.00
   (max reimbursement of $25,000 per drone)

   Provide any additional information we should consider when reviewing this request.
   The Bradenton Police Department was previously awarded funding to replace two drones. With those funds, the Department acquired two X10 drones, which have been actively deployed over the past year to support both large public events and critical incidents. These tools have already proven to be highly effective in enhancing situational awareness, improving officer safety, and strengthening the Departments overall response capability.
   We are now requesting funding for the purchase of three additional drones to further expand our capabilities. These drones will be specifically assigned to the SWAT Team and other specialized units to provide aerial support during high-risk operations and critical incidents. Their use will significantly improve tactical decision-making, enhance officer and community safety.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: _____ **Date:** **10/10/2025**

Name/Title: Assistant Chief of Police

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase _____ drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: _____

_____ _____
Authorized Official Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award 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. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day 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. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award 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 informed or notified of any subrecipient, or contractor/subcontractor 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 expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department 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.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include 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. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency 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 Recipient.

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 employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

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 the 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.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. 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.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. 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 Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., 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 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

AGENDA ITEM NO. 8.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order 2 for the Water Main Relocation for the Bradenton Police Headquarters

SUGGESTED ACTION: Council Approval for the Change Order 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:
Multiple unforeseen circumstances at the old pump house and lack of clarity in record drawings required several modifications to the route and design of the primary water distribution line from the high service pump station leading to the change order attached.

FINANCIAL IMPACT:
The change order is included in GL account 30158200-563000-BPDHQ.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order 2 for the Water Main Relocation for the Bradenton Police Headquarters Project.

ATTACHMENTS:
Change Order 2

SECTION 00941

CHANGE ORDER (CO) NO. 2

OWNER/ENGINEER: City of Bradenton, Florida PROJECT NO.: 301058200-563000-BPDHQ PROJECT MANAGER: Jean Totti

CONTRACTOR: Woodruff & Sons, Inc PROJECT NO.: P25-003 PROJECT MANAGER: Chad Wakeman

PROJECT NAME: Bradenton Police Department Headquarters Water Main Relocation

DATE OF ISSUANCE: December 22, 2025 EFFECTIVE DATE:

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
	Substantial completion (days or date): 60
$644,288.26	Ready for final payment (days or date): 90
[Increase/Decrease] from previously approved Change Orders No. 1 to No. 1:	[Increase/Decrease] from previously approved Change Orders No. 1 to No. 1:
	Substantial completion (days): 0
$0.00	Ready for final payment (days): 0
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 60
$644,288.26	Ready for final payment (days or date): 90
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
	Substantial completion (days or date): 0
$438,050.89	Ready for final payment (days or date): 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 60
$1,082,339.15	Ready for final payment (days or date): 90

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Exploratory excavation along 3rd St W		$4,568.32
Replace line stops & cut-in tee with wet tap for 24" tie-in at 3rd St W		$87,973.27
Connection to existing 12" line on 6th Ave W		$45,073.04
New tie-in point on 30" HSPS discharge line with 30" x 24" wet tap		$61,709.87
New tie-in point on 12" Tower #1 fill line with 12" wet tap		$27,023.65
Replace 12" Tower #1 fill line		$29,035.78
12" Line stops		$30,017.00
30" Line stops		$67,460.70
Furnish additional materials not procured by original contractor		$37,426.23
Modify storm sewer structures for new alignment		$4,000.00
Remove and dispose abandoned water main		$11,600.00
Replace 6" Tower #1 drain line		$32,163.03
TOTAL		$438,050.89

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

Proposal 2827-P002 from Contractor dated 11/13/2025.

Revised plan sheet C-1 dated 8/20/2025.

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

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Brian Norman Digitally signed by Brian Norman Date: 2025.12.22 08:29:18 -05'00'	By: _____	By: Chad A. Walker
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: 1/2/2026

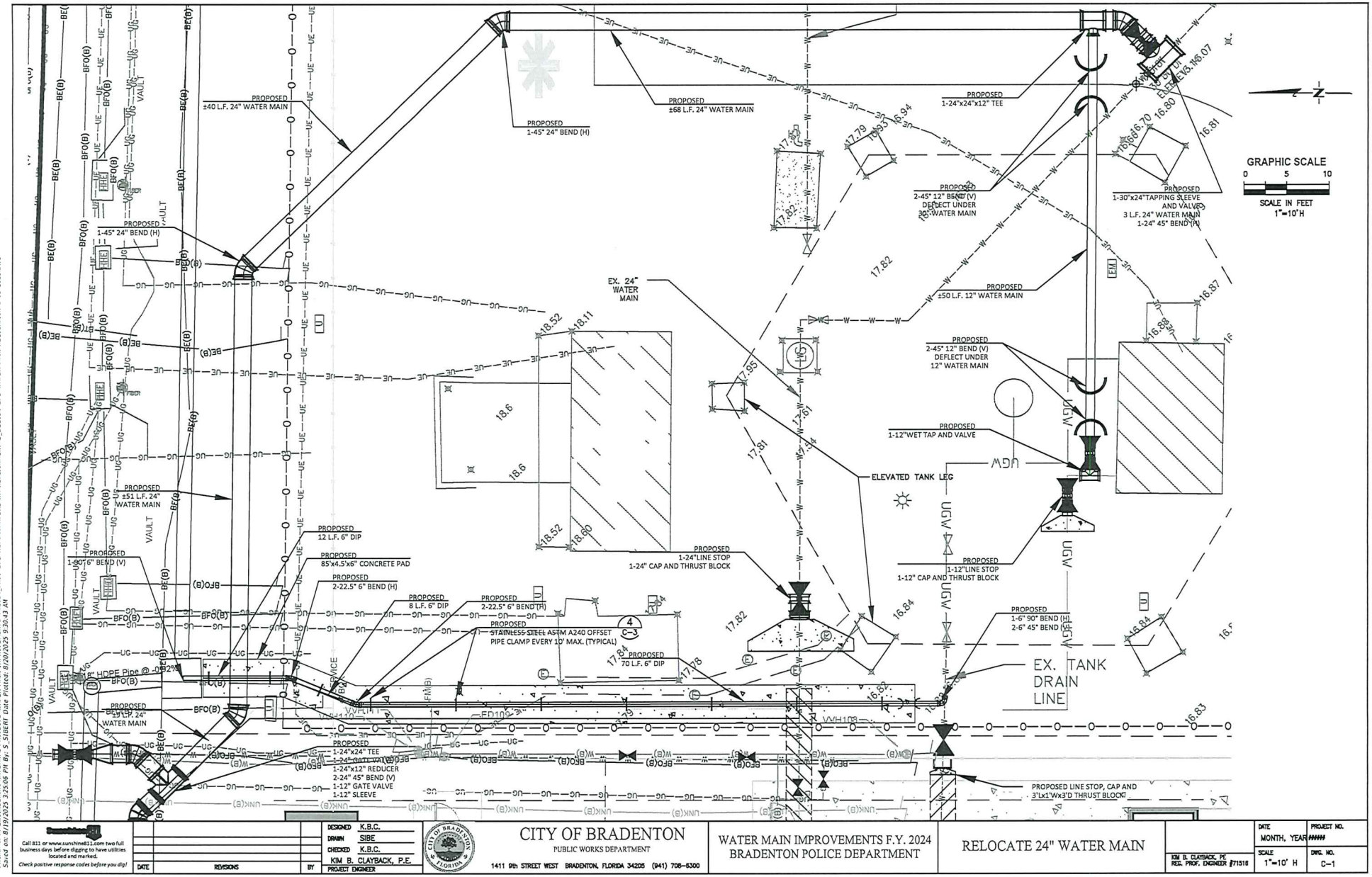
WOODRUFF & SONS, INC - WORKSHEET for EXTRAS

P.O. Box 10127, Bradenton, Florida 34282-0127 ~ T# 941.756.1871 ~ F# 941.755.1379 ~ www.woodruffandsons.com

NAME OF JOB: City of Bradenton BPD 24" Water Main
JOB LOCATION: Future Police Department 3rd St. W. & 6th Ave. W.
NATURE OF JOB: Time & Materials (not included in contract and/or requested)
BILL TO: *A/R C#*
COMPANY:
ADDRESS:

JOB/WORK ORDER NO: 2827-P002
DATE: Nov 13, 2025
W&S INVOICE NO:
ORDERED BY: Brian Norman
TAX LOCATION: Manatee
TAX PERCENTAGE: 7.00%

DATE	DAY	UNITS	UOM	DESCRIPTION	UNIT COST	COST
	3rd Street Exploritory					$4,568.32
	24" Tapping Sleeve & Valve (Instead of Line Stops & Tee at 3rd St)					$87,973.27
	Plan Revision - 24" Connection to Ex 12" Valve					$45,073.04
	(Includes the additional 24" & 12" Gate Valve)					
	30"x24" Tapping Sleeve & Valve					$61,709.87
	12" Tapping Sleeve & Valve					$27,023.65
	New 12" Fill Line					$29,035.78
	Furnish & Install 12" Line Stop					$30,017.00
	Furnish & Install 30" Line Stop					$67,460.70
	Material Price Only - Install Was Within Contract					$37,426.23
	Additional Material	100.00	lf	24" DIP	$139.69	$13,969.00
	Additional Material	5.00	ea	24" Mega-lugs DIP	$783.50	$3,917.50
	Additional Material	5.00	ea	24" access. Kits	$106.56	$532.80
	Tee Was Not On Site	1.00	ea	24" x 6" Tee	$2,414.01	$2,414.01
	20" Material	1.00	ls	Restraints, 24x20 reducer, 45's & Pipe	$16,592.92	$16,592.92
	Restock Fee					
	Modify Storm Structures					$4,000.00
	Remove & Dispose Old Pipe					$11,600.00
	6" Drain Line (Including Concrete Pad)					$32,163.03
					TOTAL	$438,050.89



Filename: P:\ENGINEERING\INTERNAL PROJECTS\WATER MAIN IMPROVEMENTS-FY2024_YR1\BPD HEADQUARTERS WH REALIGNMENT\2_DESIGN\BPD-WATER MAIN RELOCATION 8-15-2025.DWG
Saved on: 8/19/2025 3:25:06 PM By: S_SIBERT Date Plotted: 8/20/2025 9:30:43 AM

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

WATER MAIN IMPROVEMENTS F.Y. 2024
BRADENTON POLICE DEPARTMENT

RELOCATE 24" WATER MAIN

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71518

DATE: MONTH, YEAR ##### | PROJECT NO.
SCALE: 1"=10' H | DWG. NO. C-1

AGENDA ITEM NO. 8.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order 3 for the Bradenton Police Headquarters Construction Project (Deductive)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Change Order #3 to NDC for the contract deduct amount of ($1,204,116.34) includes additional items totaling $375,458.86 and direct purchase deductions totaling $1,579,575.20 with a total of $98,337 in tax savings.

Additional work included in the $375,458.86 includes Revision #2 of construction drawings after permit submission and review, additional cost of contaminated soil removals, and other previously unidentified abandoned utilities.

The savings resulted from tax savings in direct purchases of plumbing fixtures; framing and drywall materials; doors, frames and hardware; and the card readers and security system.

FINANCIAL IMPACT:
The change order will reduce the contract amount with NDC Construction by $1,204,116.34 for a new contract amount of $30,221,773.63.

ATTORNEY REVIEW/RECOMMENDATION:
Pending review and approval from legal.

SUGGESTED MOTION:
Motion to approve Change Order 3 for the Bradenton Police Headquarters Construction Project.

ATTACHMENTS:
Change Order 3

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Bradenton Police Department Headquarters
705 3rd Street West
Bradenton, FL 34205

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07-24-2024

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 12-18-2025

OWNER: *(Name and address)*
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

ARCHITECT: *(Name and address)*
AECOM
7650 West Courtney Campbell
Causeway, Suite 700
Tampa, FL 33607

CONTRACTOR: *(Name and address)*
NDC Construction Company
1001 Third Avenue W, Suite 600
Bradenton, FL 34205

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
See OCO No. 03 attachment dated 12/18/25 for a description of added or changed scope of work per revised drawings and Owner request.

The original Contract Sum was	$ 33,904,806.89
The net change by previously authorized Change Orders	$ (2,478,916.92)
The Contract Sum prior to this Change Order was	$ 31,425,889.97
The Contract Sum will be decreased by this Change Order in the amount of	$ (1,204,116.34)
The new Contract Sum including this Change Order will be	$ 30,221,773.63

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be

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

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

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
	BY: Adam Phillips, Vice President	
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	12/18/2025 *Date*	*Date*

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User Notes: (69442fa6a40302d97a644f9f)

Bradenton Police Department Headquarters
Owner Change Order #03 Attachment
12/18/2025

CR	Description	Amount
12.1	Contaminated Soils Additional Costs - Scalping	12,044.50
12.3.1	Contaminated Soils - Soil Removal 2	184,703.72
39.2	Unknown Concrete Material and Debris	0.00
53.2	Hydrologic PO - 20254434-03- L-1,L-2,L-3 Sinks	(69,910.41)
59	L-1,L-2,L-3 Sinks	0.00
60	Elevator Brackets Per RFI 168	2,173.41
63	Revision 2 Drawings	142,810.56
63.1	Chain Link Fence Hardware	4,204.67
64.1	Unidentified 24 inch watermain - Removal	4,273.86
71.1	Doors, Frames, and Hardware Additions - Revised	4,065.70
73	Foundation Building Materials PO - 20256514 - Framing, Drywall, Acousticals	(561,430.19)
74	Duct Liner Size Increase	4,221.49
75	YKK PO - 20257625 - Curtainwall	(178,836.00)
76	Additional Fire/Smoke Dampers Per RFI 225	1,534.49
77	Water Tower Temporary Fence	3,249.57
78	Suncoast PO - 20260314 - Doors, Frames, Hardware	(631,868.94)
79	Albers Mechanical PO - 20260179 - Rectangle Ducts	(24,400.00)
80	Access Control VE	0.00
81	Transaction Drawer	5,343.86
82	Additional Knoxboxes	2,681.68
83	Verkada PO - 20261138 - Access Control	(113,129.66)
84	Garage Ramp Additonal Steel Per RFI 233	1,819.06
85	Unknown 2" Waterline Removal	2,332.29
	TOTAL	(1,204,116.34)

AGENDA ITEM NO. 8.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Garret Falconer, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase Approval for one 2026 Peterbilt 520 Heil FEL 66K GVW

SUGGESTED ACTION: Staff recommends approving the purchase of one 2026 Peterbilt 520 Heil FEL 66K GVW from Rush Truck Centers, for a total cost of $410,591.00.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The new front-end truck will replace an aged end of life cycle unit, thereby modernizing the fleet and reducing maintenance requirements.

This item was pulled from the consent agenda on December 10, 2025 due to a solid waste discussion at the December 11, 2025 workshop. Staff is now bringing this item back before Council for approval.

FINANCIAL IMPACT:
Funding for this purchase has been allocated in account 46053412-564000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of one 2026 Peterbilt 520 Heil FEL 66K GVW.

ATTACHMENTS:

Quote from Rush Truck Centers

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

Customer Proposal Letter

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

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

VEHICLE INFORMATION

Year 2026 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: FSA25-VEH23 Peterbilt 520 Item #92 All Fees Included
2026 Peterbilt 520 HEIL FEL 66K GVW

	Quantity 1	Total
Truck Price per Unit	$ 405,871.50	$ 405,871.50
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 405,871.50	$ 405,871.50
Optional Extended Warranty(ies)	$ 4,705.00	$ 4,705.00
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Battery Disposal Fee	$ 4.50	$ 4.50
Tire Recycling Program	$ 10.00	$ 10.00
RushCare Service Subscription[1][2] 12 months	$ 0.00	$ 0.00
Total Sales Price	$ 410,591.00	$ 410,591.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 410,591.00	$ 410,591.00

Sales Representative _____ Signature — Paul Canadine Printed Name — Date

Purchaser _____ Signature — Printed Name / Title — Date

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

Quote good until 02/12/2026 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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

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

www.rushtruckcenters.com

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

FSA25-VEH23.0 Peterbilt 520 Item #92 All Fees Included

2026 Peterbilt 520 HEIL REL 66K GVW

Option Code	Description	Base Price 520 $ 204,510.50
7851330	CAB TILT PUMP AIR ASSIT	$ 487.00
611330	ZINC COATED ANTI CORROSION TREATED FRAME RAILS	$ 375.00
1672630	DIFFERENTIAL LOCK BOTH AXLES	$ 1,958.00
1824410	HENDRICKSON HMX EX 460 46,000LBS, 54IN	$ 1,547.00
1526120	REAR: MERITOR RT46-160 46,000LB	$ 3,364.00
8110150	LED HEADLIGHTS	$ 947.00
4612000	ROUTE AE LINES TO ALLOWING WELDING OF SUB FRAME	$ 637.00
620160	FEPTO PROVISION 4-7/8IN BUMPER EXTENSION	$ 1,546.00
Warranty	Engine 5 Year / 150,000 miles	$ 2,390.00
Warranty	Aftertreatment 5 Year / 150,000 miles	$ 1,200.00
Warranty	Allison 5 Year	$ 1,115.00
Tampa Crane	HalfPack Commercial 28 Cubic Yard	$ 190,500.00
State	Tire Recycling Fee	$ 10.00
State	Battery Recycling	$ 4.50
	Total	**$ 410,591.00**

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

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

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

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	HEil FEL
Description 2:	10.13.25

Application

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

Body

Type:	Commercial Front Loader / Push-out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

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

Restrictions

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

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	215
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	214.9
Cab to EOF (in):	289.9
Overall Comb. Length (in):	347.3

Special Req.

Approved by: _____ **Date:** _____

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

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	**0**
0095380	O	**Commercial Front Loader / Push-out**	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	**0**
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	**0**
Frame & Equipment			
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	**230**
0601500	O	**Full Steel Inner Liner**	**701**
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	**4**
0620160	O	**FEPTO Provision 4-7/8in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	**45**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	**0**

Sales Code	Std/ Opt	Description	Weight
0713130	O	**(2) Solid Mount Cable Hooks**	**40**
Front Axle & Equipment			
1012200	O	**Meritor MFS20 20,000 lb, 3.74 in Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.	**36**
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	**210**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	**0**
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	**0**
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	**0**
1380235	O	**Meritor 5" Drop IPO 3.5", Front Axle** 5" drop (127MM) provides lower chassis suspension and profile that is ideal for select vocational and service vehicles. High-turning angle delivers superior maneuverability and stability.	**0**
1380400	O	**Meritor Refuse Air Disc Front Brakes**	**0**
Rear Axle & Equipment			
1526130	O	**Meritor RT46-164E 46,000 lb** 5/8" wall. Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	**189**
1616305	S	**PHP10 Iron Preset + Hubs - Air Disc**	**0**

Sales Code	Std/ Opt	Description	Weight
1616310	O	**Severe Service Disc Brake Rotor** Severe Service Disc Brake Rotor for refuse applications.	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	**60**
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	**36**
1680480	O	**Wide Track, Single & Tandem Drive Axle(s)** Wide track offers added stability. Rear width may exceed 102 inches. Verify operating restrictions and body installation.	**29**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	**0**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	**0**
1687100	O	**Meritor Refuse Air Disc Rear Brakes** Tandem Drive Axle (EX+H)	**0**
1705630	O	**Ratio 5.63 Rear Axle**	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	**-67**
1921475	O	**Shock Absorbers For HMX EX Suspension**	**31**

Engine & Equipment

2074809	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1200** Performance (2024 Emissions) N21350 C121 61....Maximum Accelerator Pedal Ve N21370 C128 61....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1	**0**

Sales Code	Std/ Opt	Description	Weight
		N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091120	S	**EMUX Electronics Architecture**	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	**0**
2091372		**Eff EIST NA Expiration Miles**	**0**
2091640		**Effective VSL Setting NA**	**0**
2092014	O	**Typical Operating Speed 65 MPH**	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	**0**
2140670	O	**EPA Emission Warranty**	**0**
2140700	S	**EPA Engine Idling Compliance**	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	**0**
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof	**2**

Sales Code	Std/ Opt	Description	Weight
		cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	**0**
2539980	O	**Kissling Battery Disconnect SW 300AMP** Single Tab; MTD on Battery Box	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	**0**
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	**0**
2921110	S	**PACCAR Fuel/Water Separator Standard Service** PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1379 sq in.	**0**
3120320	O	**Bugscreen**	**5**
3120450	S	**Stainless Steel Grille**	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	**0**

Sales Code	Std/ Opt	Description	Weight
3381860	O	**Exhaust 90 Degree Diffuser**	**0**
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	**-5**
4250490	U	**Allison RDS, Pkg 170**	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	**0**
4252950	O	**Omit Allison Neutral At Stop**	**0**
4256020	S	**Console Mounted Push Button Shifter**	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS** Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	**0**
Air & Trailer Equipment			
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	**0**
4520180	O	**Air Tank Valve Guards**	**0**
4540420	S	**Nylon Chassis Hose**	**0**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will	**0**

Sales Code	Std/ Opt	Description	Weight
		determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	
4611160	O	**Body Connection Harness, Heil**	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	**0**
Tires & Wheels			
5004040	S	**FF: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**0**
5104040	O	**RR: CN 20ply 315/80R22.5 HAU3 WT** Efficiency Rating: Fair Waste transportation and other high scrub, urban applications.	**392**
5190008	S	**Code-rear Tire Qty 08**	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	**-94**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	**-216**
5390008	S	**Code-rear Rim Qty 08**	**0**
Fuel Tanks			
5552130	O	**26" Aluminum 80 Gallon Fuel Tank RH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	**13**
5603080	O	**Location RH BOC 80 Gallon** Fuel tank.	**0**
5650490	S	**Fuel Cooler** Required with single fuel tank	**0**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	**0**
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	**0**
Battery Box & Bumper			
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	**0**
6122810	O	**Steel Bumper Swept Back Painted** Requires bumper extension, includes two front tow eyes with pins	**2**
Cab & Equipment			

Sales Code	Std/ Opt	Description	Weight
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	**0**
6921720	S	**Peterbilt Passenger Seat**	**0**
6931120	O	**Seat Belt Color Orange IPO Standard Black**	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	**3**
6939400	O	**Air Ride Driver**	**43**
6939430	O	**Mid Back Driver**	**0**
6939470	S	**Vinyl Driver**	**0**
6939500	O	**Air Ride Passenger**	**43**
6939520	O	**High Back Passenger**	**0**
6939570	S	**Vinyl Passenger**	**0**
7000000	S	**Gray Interior Color**	**0**

Sales Code	Std/ Opt	Description	Weight
		Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	**0**
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	**6**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	**0**
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	**0**
7230350	S	**2-Piece Flat Windshield**	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	**-7**
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	**0**
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	**4**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	**6**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	**0**
7728050	O	**USB Port**	**0**

Sales Code	Std/ Opt	Description	Weight
7788335	S	**Global Telematics Hardware**	**0**
7851330	O	**Cab Tilt Pump Air Assist**	**0**
7851580	O	**Front Cab Guard, Painted Black**	**15**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	**12**
7900970	S	**Backup Alarm Wiring To EOF**	**0**
8011800	O	**Drive Axle #1 Front Oil Temperature Gauge** Located in Digital Cluster Display.	**0**
8011810	O	**Drive Axle #2 Rear Oil Temperature Gauge** Located in Digital Cluster Display.	**0**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	**0**
8021800	U	**Air Filter Restriction Pressure Gauge**	**0**
8021810	O	**Brake Application Air Pressure (Tractor)** Located in Digital Cluster Display.	**0**
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	**0**
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	**0**
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	**0**
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	**0**
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	**0**
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are	**0**

Sales Code	Std/ Opt	Description	Weight
		easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	**0**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	**0**
8134160	O	**Self-Canceling Turn Signal**	**2**
Paint			
8500700	O	**Non-Performing Paint Color Selection** Cab/Hood/Sleeper-No Warranty	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L9999EY NON PERFORMING PAINT N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L9999EY NON PERFORMING PAINT N85200 FRAME L0001EA BLACK	**0**
8531320	O	**Axalta Two Stage Effect - Metallic/Pearl** Cab/Hood & Sleeper Only	**0**
Shipping Destination			
Options Not Subject To Discount			
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	**0**
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	**0**
9400598	O	**No Warranty-Non-Performing Cab/Hood/Sleeper** ***Narr*** *1021406EY*	**0**
9407147	O	**Fuel Price Index Factor $0 NET**	**0**
9408529	O	**Allison Surcharge 4000 Series Transmission**	**0**
9408634	O	**SmartLINQ RD - 5YR Sub** PACCAR PX Engines	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	**0**
Miscellaneous			
9409059	O	**State Of Registry: Florida**	**0**
9409645	O	**Model Year 2025 Engine**	**0**
9409749	O	**2024 Series Emissions Engine**	**0**
Promotions			

Sales Code	Std/ Opt	Description	Weight

Special Requirements

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

Order Comments

Total Weight (lbs) 18,723

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

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

PRICING DISCLAIMER

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

TAMPA CRANE & BODY

5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
Rush-Bradenton-FEL	10-13-2025			Tampa	Due on Receipt

CUSTOMER INFORMATION:

Salesperson. Brandon Pritchett

Customer: Rush Truck Center-Tampa **Contact:** Paul Canadine

Address: 8111 Adamo Drive, Tampa, FL 33619

Phone: (813)559-2329 Cell Phone: (813)716-5128 Email Address: canadinep@rushenterprises.com

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00003075	2025	Heil	Half-Pack

INVENTORY SPECS

HalfPack Commercial 28 Cubic Yard
Unit Options

Add Sump to Body *CURBSIDE ONLY
Front Mount Vane Pump
Left Hand Dual Axis Joystick - Electric Controlled
Multi-Function Lights
Body Side Backing Assist Lights - LED
Dual Oval Flat LED Strobes Mounted Mid-T/G - in-cab switch, pump on, and reverse activated
Preco™ Back Up Alarm
Base 3rd Eye® Single Camera System with 7" Monitor and Single Camera Mounted on Tailgate
Add on 3rd Eye® Camera (Hopper)
1/4" AR400 Body Floor in lieu of standard 3/16" AR400
Sliding Top Door - Steel - May not be compatible with roof mounted CNG system
Universal Steel Frame Cab Protector With Steel Sheet
Cab Protector Extension Raise - Manual Jack
Tailgate Mounted Roof Access Ladder Steel *Not available with CNrG Tailgate Option*
Second 20 lb. Fire Extinguisher (Will be mounted to Curb side Hopper, if unable will be mounted under body)
Extendable Broom Kit - Mounted Curbside of Body
Bolt On Fender Extension Kit - Keeps Body Clean of Road Spray
Butterfly Style Quick Disconnects In Lieu of Service Loop Plumbing
Tool Box Bumper Mount - Steel - 18"x18"x24"
Customized Paint Color - Paint Color Code NOT included in the Color Smart Brochure

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
$0.00	

TERMS OF SALE:

Purchase Price Each:		**$187,000.00**
Purchase Quantity:		**1**
Total		**$187,000.00**
Add Ons Total		**$0.00**
Less Trade in value(s):		
Sales Tax: Applicable sales taxes will be applied to final invoice.		**TBD**
Federal Excise Tax 12%		
Federal Excise Tax Total		**$0.00**
Title, Registration, and Dealer Fees	**total**	**$0.00**
Freight Each:		**$3,500.00**
Total Freight:		**$3,500.00**
Total Amount Due:	****If a deposit is required, a deposit invoice will follow. ****	**$190,500.00**

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Tampa Crane & Body (Tampa Crane) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although Tampa Crane has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Tampa Crane. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Tampa Crane fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against Tampa Crane shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Tampa Crane may elect to retain the deposit, and sue for any actual damages incurred by Tampa Crane for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY", either express or implied. Tampa Crane SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Tampa Crane, unless made or assumed in writing by Tampa Crane.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Tampa Crane for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Tampa Crane receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Tampa Crane receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Tampa Crane and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Tampa Crane, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Tampa Crane for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Tampa Crane is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement

of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Tampa Crane is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:		**Tampa Crane REPRESENTATIVE:**	
_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Customer PO Number	_____	Date
_____	Date	_____	Contact Email
		_____	Contact Cell

Tampa Crane & Body
5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

AGENDA ITEM NO. 8.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	David Lindsey, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Purchase Approval for two 2026 Peterbilt 520 LABRIE 66K GVW
SUGGESTED ACTION:	Staff recommends approving the purchase of two 2026 Peterbilt 520 LABRIE 66K GVW from Rush Truck Center, for a total cost of $850,400.00.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The new 2026 Peterbilt 520 LABRIE 66K GVW are new additions to the fleet and will play a key role in advancing the automation of refuse operations. They are expected to boost route efficiency, reduce manual handling and associated safety risks, and improve day-to-day service reliability. With more consistent performance and fewer operational disruptions, these vehicles will strengthen overall collection capacity while supporting safer, more predictable operations for crews and the community.

FINANCIAL IMPACT:
Funding for this purchase has been allocated in account 46053400-564000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of two 2026 Peterbilt 520 LABRIE 66K GVW.

ATTACHMENTS:
Proposal from Rush Truck Center

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

Customer Proposal Letter

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

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

VEHICLE INFORMATION

Year 2026 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: FSA25-VEH23 Peterbilt 520 Item #92 All Fees Included
2026 Peterbilt 520 LABRIE ASL 66K GVW

Quantity	2	Total
Truck Price per Unit	$ 420,480.50	$ 840,961.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 420,480.50	$ 840,961.00
Optional Extended Warranty(ies)	$ 4,705.00	$ 9,410.00
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Battery Disposal Fee	$ 4.50	$ 9.00
Tire Recycling Program	$ 10.00	$ 20.00
RushCare Service Subscription[1][2] 12 months	$ 0.00	$ 0.00
Total Sales Price	$ 425,200.00	$ 850,400.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 425,200.00	$ 850,400.00

Sales Representative _____ Signature — Paul Canadine Printed Name — Date

Purchaser _____ Signature — _____ Printed Name / Title — Date

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

Quote good until 1/1/2026 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

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

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

AGENDA ITEM NO. 8.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for the Addition of Fourth Clarifier Construction Inspection Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The clarifier construction has encountered several delays including inclement weather, delayed structural inspection, delivery of materials, etc. The project has been extended and the construction inspection oversight needs to be extended as well, which also increases the original cost.

FINANCIAL IMPACT:
The GL account for the project is 40859000-563000-24518 and will be included in the SRF loan drawdown for the project.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for the addition of Fourth Clarifier Construction Inspection Services.

ATTACHMENTS:
Work Assignment for the Addition of Fourth Clarifier Construction Inspection Services

CONTRACT RFP-22-029TWS
BETWEEN
ASRus, LLC
And
CITY OF BRADENTON
ASSIGNMENT NO. Work Order #10 Revision #3
WORK ASSIGNMENT TITLE: Addition of Fourth Clarifier Construction Inspection Services

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

Work Assignment Proposed Price: $ 2 1 8 , 9 7 0 . 0 0

Contractor's PROJECT MANAGER:
NAME: Pete Larkin, P.G. TITLE: Vice President

EMAIL: plarkin@asrus.net PHONE: 813-382-8516

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941-290-9385

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: Pete Larkin, P.G.
(PRINT NAME)
SIGNATURE: _____ Date 1/5/2026

CITY PROJECT MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2026.01.05 07:50:20 -05'00' Date _____

CONSULTANT DESIGNATED MANAGER: Mark McNeal, P.G.
(PRINT NAME)
SIGNATURE: _____ Date 1/5/2026

CITY MAYOR: Gene Brown
(PRINT NAME)
SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
1/5/2026	RFP-22-029TWS	$218,970.00

Requested By:	Division / Department:
Brian Norman, Environmental Protection Engineer 2	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback, Engineering Manager

Library Category:	Vendor Name:
Hydrogeologic Services	ASRus, LLC

Work Assignment Title: Addition of Fourth Clarifier Construction Inspection Services

Description of Requested Services:

This revision extends the construction engineering inspection (CEI) and project management services costs being provided for the 4th Clarifier project at the Water Reclamation Facility (WRF) to April 29, 2026. This includes an additional 30 days for construction closeout services following the revised substantial completion date of March 31, 2026.

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:

Continuation of existing CEI work assignment to align with the extended construction schedule for the project.

Requestor: Brian R. Norman, P.E.	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2026.01.05 07:50:31 -05'00'	**Date:** 1/5/2026
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2026.01.05 07:54:20 -05'00'	**Date:** 1-5-26
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2026.01.05 09:42:55 -05'00'	**Date:** 1/5/2026

WORK ORDER # 10 REVISION #3

CITY OF BRADENTON
Addition of Fourth Clarifier at Bradenton WWTP
ASRus, LLC in association with
Jones Edmunds & Associates, Inc.
Scope of Services and Fee Estimate

BACKGROUND

The City of Bradenton (City) requires a fourth clarifier at the Wastewater Treatment Plant (WWTP) to maximize production of reclaimed water for distribution and sale to public access reuse and discharge to the aquifer recharge well. In addition, the fourth clarifier will prevent the loss of sludge blankets from the three (3) existing clarifiers during wet weather flow events when influent flows exceed 19 million gallons per day (MGD). The solids lost from the clarifiers during these events overload the filters and create extended backwash events, and the ability of the filters to produce high-level disinfected reclaimed water (TSS ≤ 5 mg/L) for public access reuse is not possible. During these events, the filters must be bypassed for discharge to the City's outfall and the water is lost and unavailable for reuse. These non-compliance events occur primarily during the wet season (June through September) but can occur anytime of the year when tropical storms or large rainfall events create wet weather flows exceeding 19 MGD for the City's WWTP. In addition, the City has a project for the design and construction of a 10 MGD aquifer recharge (AR) well at the WWTP site to allow the recharge of excess reclaimed water that is not being sold for public access reuse. The AR well project will provide fresh water to the Southern Water Use Caution Area (SWUCA) and help mitigate saltwater intrusion into the Most Impacted Area (MIA) of the SWUCA. Without the installation of the fourth clarifier, the reliability of producing reclaimed water for public access reuse and aquifer recharge into the MIA is greatly reduced.

The intent is to demolish the abandoned 2 million gallon (MG) aerobic digester and construct the fourth clarifier with return activated sludge pumping in its current location. This scope of services outlines the design, permitting, bidding and construction phase services for this project. The design and permitting tasks of the project were initiated through a City work order (WO) no. 10 authorization to the ASRus/Jones Edmunds team (notice-to-proceed dated May 14, 2021).

REVISION #1 (MARCH 2022)

The revision includes components requested by the City to be added to the Scope of Work in the Field Kickoff held 08/23/2021 and formally clarified in an email directed to the project team dated 01/10/2022. Email text is included at end of document reference.

This WO revision includes the creation of sub tasks 3.1 and 3.2. Task 3.1 is the original scope of work for the 100% Design Submittal. Task 3.2 is the additional scope of work requested under this

work order revision. Task 3.2 is the only addition/change in scope requested under this revision. The additional budget requested for Task 3.2 is $33,300, increasing the total project fee to $308,300. This change is reflected in the fee table under section Project Fees. Changes to the fee are shown in italicized text to highlight the fee changes under this revision. Note that Task 7 in the fee table has been broken into two sub tasks (7.1 and 7.2) to reflect the project management budget allocated for the administration of the preceding tasks, the overall budget for project management ($27,000) has not been revised.

Additionally, the project schedule has been modified from the original scope of work. Changes to the project schedule are indicated by a strike through the original schedule, followed by the revised schedule.

Also, the project is not eligible for cooperative funding from the Southwest Florida Water Management District (SWFWMD). References for SWFWMD funding no longer apply as of April 1, 2022.

REVISION #2 (NOVEMBER 2023)

The revision includes components requested by the City to be added to the Scope of Work since 2022 including, but not limited to: modifications to the structures in the Contract Drawings referred to as Sludge Drying Beds, updates and modifications to the Contract Documents, the re-bidding of the documents, additional services provided beyond the scope of design, etc. In addition, the construction duration was extended to 18 months during the bidding process and separate funding was required for the construction, resulting in additional service during construction. This WO revision includes the creation of sub tasks 4.1 and 4.2 as well as the expansions of tasks 3.2, 5 and 6. Task 4.1 is the original scope of work for the Bidding Services. Task 4.2 is the additional scope of work requested under this work order revision for redesign and rebid services. Task 3.2 includes the modified task from Revision 1, but also the costs incurred for additional tasks to date. Task 6 includes the original scope but reflects the additional construction requirements due to the expansion of the construction schedule, additional design components, shifting former City staff responsibility to Consultant responsibility, and addition of funding coordination items. Tasks 3.2, 4.2, 5, and 6 contain the only addition/change in scope requested under this revision. The additional budget requested for Task 3.2 is $90,000. The additional budget requested for Task 4.2 is $19,000. The additional budget requested for Task 5 is $211,000. The additional budget requested for Task 6 is $11,000. The combination of these increases the total project fee to $639,300. These changes are reflected in the fee table under section Project Fees. Changes to the fee are shown in italicized text in a separate column to highlight the fee changes under this revision. The overall budget for project management ($27,000) has not been revised.

Additionally, the project schedule has been modified from the original scope of work. *Changes to the project schedule are indicated by italicized text in a separate column to highlight the changes under this revision.*

REVISION #3 (JANUARY 2026)

This revision includes continuing the construction contract administration services and project management services as follows:

Task 5.3 (new) includes continuing the construction administration services required for extended construction activities from the Revision #2 date of May 13, 2025, to the proposed new date of March 31, 2026. This task includes periodic site visits by project team members, such as the Project Manager/Construction Administrator and the Engineers of Record, to coordinate activities, offset potential schedule/construction conflicts, track the project documentation required by the construction contract, and review work in accordance with Contract Documents.

This task also includes continued assistance with loan requirements including conducting additional employee interviews, reviewing wage statements, coordinating and assisting with FDEP instructions, and assisting with construction document maintenance.

The ASRus Team will continue to provide resident observation as needed during construction to monitor that construction is being completed in general accordance with the Contract Documents for the new Substantial Completion and Final Completion dates. Based on the nature of this construction project, the ASRus Team assumes that the Contract Administrator will be on site for approximately 20 percent of the working days during the construction period. Jones Edmunds' observation services will be used to supplement the full-time observation of the project by City personnel. Jones Edmunds will coordinate with the Contractor to determine their schedule for construction events that require observation. The estimate of Resident Observer's time is based on 8-hour days. Additional budget for Task 5.3 is $198,590 as shown in revised Project Fees Table.

Task 7.3 (new) includes continuing the project management services required for the extended construction activities from the current date of May 13, 2025, to the new construction completion date of March 31, 2026. All project management activities will be considered complete with submittal of all construction documentation to both FDEP and the City on or before April 29, 2026. Additional budget for Task 7.3 is $20,380 as shown in revised Project Fees Table.

SCOPE OF SERVICES

TASK 1 – 60% PRELIMINARY DESIGN REPORT, DRAWINGS AND TECHNICAL SPECIFICATIONS

ASRus and Jones Edmunds (ASRus Team) will provide the following preliminary engineering and design and services for the fourth clarifier and related equipment and appurtenances:

- Conduct a kickoff and site meeting with the City staff, the ASRus Team, and our structural (Wekiva) and electrical (EMI) subconsultants to discuss the basis of design for the fourth clarifier, splitter box, pipe routing including structural, electrical, instrumentation and SCADA needs.
- Conduct a site topographic survey around the area for construction of the fourth clarifier, the clarifier splitter box and existing three clarifiers. Obtain top of structures, walls, and

weir elevations to establish hydraulic control points. The ASRus team will use available survey information from past projects and provide the City surveyor with a survey needs drawing to obtain required elevation and topographic data.

- Coordinate with our structural engineering subconsultant to review existing WWTP site geotechnical engineering reports and borings from the recent and past projects and confirm that sufficient information exists for design of the fourth clarifier. The findings will be discussed with the City. If an additional boring is recommended, the City will provide under their existing continuing geotechnical contract.
- Coordination meetings with City and equipment manufacturer regarding fourth clarifier, splitter box and return activated sludge (RAS) pump design and clarifier detailed equipment layout.
- Coordination meeting with City on the piping arrangement, operation, instrumentation and controls and SCADA monitoring of the fourth clarifier and RAS pump station.
- Prepare draft technical specification and performance requirements for fourth clarifier, slide gates, weirs, scum baffle and RAS pumping system. Provide structural and electrical technical specifications.
- Prepare 60% drawings for aerobic digester tank demolition, fourth clarifier, flow splitting/flow control details, clarifier influent and effluent piping, RAS piping and scum piping arrangements and detail sheets. A total of 15 sheets are planned for this work.
- Prepare 60% structural drawings for the clarifier design, walkways, miscellaneous metals, concrete pads, and related appurtenances. A total of 5 sheets are planned for this work.
- Prepare 60% electrical and I&C drawings for the fourth clarifier and RAS pumps. A total of 14 sheets are planned for this work.
- Prepare a Technical Memorandum (TM) summarizing the basis of design, opinion of probable construction costs and implementation schedule for review with the City and for submission to FDEP for permit modification.
- Conduct a review meeting with the City to obtain comments on the PER and 60% design documents.

Deliverables: 60% TM for Basis of Design, Design Drawings and Technical Specifications for the fourth clarifier. Meeting minutes from the site kickoff and 60% review meeting.

TASK 2 – PERMIT MODIFICATION SERVICES

The ASRus and Jones Edmunds Team will provide the following permitting assistance:

- Conduct a virtual pre-application meeting with FDEP SW District WW Permitting staff, City and the ASRus Team to discuss and confirm permit submittal package.
- Prepare an FDEP permit modification for addition of a fourth clarifier.
- Submit draft permit to City for review and submit permit to FDEP.
- Respond to up to two requests for additional information from FDEP.
- Review draft permit submittal from FDEP and provide comments.
- Submit drawings to the City Building Department for permit approval (as required).

Deliverables: Provide the City with FDEP Permit Modification Application for signature; City Building Permit Package for submission and meeting minutes from the Pre-application meeting.

TASK 3 – 100% DESIGN SUBMITTAL

TASK 3.1 100% DESIGN SUBMITTAL

- Incorporate City review comments, FDEP comments and prepare the 100% drawings and technical specification documents.
- Prepare the EJCDC Front End Documents and draft advertisement.
- Perform a Final Quality Control review of the general construction contract documents package.
- Submit a draft of 100% Contract Documents (Drawings and Specifications) in support of the Advertisement and Bidding Phase Services to City for review.
- Address City comments and submit Final Contract Documents for advertisement and bidding.

TASK 3.2 100% DESIGN SUBMITTAL MODIFICATIONS

- *Additional items formally requested by the City (via email dated January 10th, 2022) to be incorporated into the design, generally including:*
    - *Modification of facility roadway including addition of ~200 linear feet and demolition as appropriate for the Clarifier footprint*
    - *Mechanical and Structural design of a new street sweeper offloading screening structure.*
    - *Addition of Single-story Electrical Building (will be masonry or precast concrete)*
    - *Evaluating City's Requested Generator Capacities*
    - *Dissolved Air Floatation building and equipment demolition.*
- *These additional design components will include one additional submittal package for City comment prior to the Final Contract Documents for Advertisement and Bidding. This additional submittal for City review and comment will be coordinated alongside the FDEP Permit submittal.*

Deliverables: Provide the City with a draft 100% Contract Documents for final review and comment and set of Final Contract Documents for Advertisement and Bidding.

TASK 4 – BIDDING SERVICES

Task 4.1 BIDDING SERVICES

The ASRus and Jones Edmunds Team will provide the following bidding services:

- Jones Edmunds will distribute Contract Documents and maintain a plan holders list of prospective bidders, and issue addendums to plan holders.

- Provide clarifications to the Bidders' written questions regarding the Bid Documents during the project Bid Phase. Jones Edmunds will prepare clarifications in writing as Addenda, submit to the City for review, and distribute an electronic copy to perspective bidders.
- Prepare up to three Addenda to the Contract Documents.
- Conduct one mandatory pre-bid meeting with prospective Bidders. Jones Edmunds will prepare an agenda and provide a meeting minutes to the City.
- Attend bid opening.
- Evaluate the Bidders' cost proposals, prepare bid tabulation, perform three reference checks of the apparent low bidder, and confirm the amount of the bid bond submitted.
- Provide a letter of recommendation and bid tabulation to the City in support of the contract award.

TASK 4.2 BIDDING SERVICES MODIFICATIONS

Additional items agreed to by the City will be incorporated into the design with additional services performed including:

- Jones Edmunds will modify, update, and distribute Re-Bid Contract Documents to the City, and issue addendums to the City for uploading to planholders via the DemandStar bidding website.
- Provide clarifications to the Bidders' written questions regarding the Bid Documents during the project Re-Bid Phase. Jones Edmunds will prepare clarifications in writing as Addenda, submit to the City for review, and distribute an electronic copy to the City for uploading to DemandStar.
- Prepare up to two Addenda to the Contract Documents, one of which includes modifications to the structure referred to in the Contract Documents as the Sludge Drying Bed.
    - Modifications to the design shall include but not be limited to the following: meeting with City staff to discuss design adjustments, evaluation of electrical and hydraulic needs following modifications, coordination of subconsultant services including structural and electrical, and one draft design review meeting with City before issuing modified documents in final addendum.
- Conduct one non-mandatory pre-bid with prospective Bidders. Jones Edmunds will prepare an agenda and facilitate the meeting at a location of the City's preference.
- Attend bid opening.
- Evaluate the Bidders' cost proposals, prepare bid tabulation, perform three reference checks of the apparent low bidder, and confirm the amount of the bid bond submitted.
- Provide a letter of recommendation and bid tabulation to the City in support of the Contract award upon SRF Funding award.

TASK 5 – CONSTRUCTION ADMINISTRATION

This task includes periodic site visits by project team members, such as the Project Manager/Construction Administrator and the Engineers of Record to coordinate activities, offset potential schedule/construction conflicts, track the project documentation required by the construction contract, and review that completed work is in accordance with Contract Documents.

Construction administration includes work items necessary to document the project's performance. As amended by 5.3, ASRus and Jones Edmunds Team will:

- Receive, log, review, and issue comments for up to 32 Requests for Information (RFIs) as requested by the City and/or the prime contractor.
- Generate and issue up to 12 Construction Field Orders (CFOs) as requested by the City.
- Generate and issue up to 16 Proposed Contract Modifications (PCMs) as requested by the City, review PCMs for conformance with the Contract Documents, and make recommendations.
- Generate and issue up to 4 Proposed Contract Change Orders (COs), review COs for conformance with the Contract Documents, and make recommendations.
- Prepare, log, and issue up to 2 Notices of Non-Compliance.
- Conduct one onsite pre-construction meeting and up to 27 monthly onsite Construction Progress Meetings. Prepare agenda, sign-in sheet, and meeting minutes. Distribute meeting minutes to the Contractor and the City.
- Receive, review, and file field correspondence. Coordinate construction activities and issues with the City assigned field representative.
- The Engineer will process up to 27 monthly Pay Applications. The Engineer will receive the Pay Applications from the Contractor, log and review them with the Resident Observer and the City's assigned field representative and recommend payment to the City.
- Provide engineering support and site visits by the Engineer of Record to review that construction generally complies with the Contract Documents and any required permit requirements. This scope includes up to two site visits, each for mechanical, electrical, structural and instrumentation technical staff and office support.
- Maintain an Owner's file of project paperwork and provide the record file to the City at project completion.
- Assist with loan requirements including employee interviews, wage statement reviews, coordinate and assist with FDEP Instructions, and assist with construction document maintenance.

The ASRus Team will receive, log, review, and issue comments on project submittals and estimates approximately 88 submittals for the project. This Scope includes an initial review and one re-submittal review for each submittal.

The ASRus Team will provide resident observation on an as-needed basis during construction to monitor that construction is being completed in general accordance with the Contract Documents. This Scope includes site visits by the Contract Administrator during the full 18 months

of site construction. Based on the nature of this construction project, The ASRus Team assumes that Contract Administrator will be on site for approximately 20% of the working days during the construction period. Jones Edmunds observation services will be used to supplement the full-time observation of the project by City personnel. Jones Edmunds will coordinate with the Contractor to determine their schedule for construction events that require observation. The estimate of Resident Observer's time is based on 8-hour days.

Deliverables: Provide the City Progress Meeting Minutes and recommendations for Pay Applications.

TASK 6 – CONTRACT CLOSEOUT

When the Contractor notifies the Engineer/City that the project is ready for start-up, The ASRus Team will begin contract closeout, which includes the following services:

- Provide Project Engineer(s) to attend two days of start-up services.
- Instrumentation and Controls acceptance testing and commissioning detailed in Specification 13401.
- Conduct a Substantial Completion site visit with the City and the Contractor and provide a Project Deficiency List (an initial list of items to be corrected or completed) to the Contractor and the City.
- Issue a Certificate of Substantial Completion to the City and the Contractor for signatures with the final deficiency list attached.
- Conduct a Final Completion site visit with the City and the Contractor and document any remaining deficiencies.
- Assist the City with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Completion.
- Review the Contractor's mark-ups of the Construction Drawings and CAD-based Record Drawings. This Scope includes two reviews of the Record Drawings.

Deliverables: Provide the City with Record Documents of the Fourth Clarifier Project.

TASK 7 – PROJECT MANAGEMENT

The ASRus and Jones Edmunds Team will provide overall project management of the fourth clarifier design, permitting and construction services in the task descriptions stated above.
Task 7 includes Subtasks 7.1, 7.2, and 7.3.

EXCLUSIONS AND CONDITIONS

The following items are exclusions and conditions specific to this Scope of Services. Excluded items may be provided as Additional Services at additional costs to the City.

- The estimated fees are based on Jones Edmunds understanding of the project needs. The ASRus Team will perform the tasks listed in this proposed Scope of Services on a lump sum per task basis. ASRus will notify the City if additional fees are required to complete the tasks assigned by the City that are not included in this Scope.
- FDEP Permit Fees for Minor Modification are the responsibility of the City.
- Site topographic and tank elevation and weir survey is the responsibility of the City.
- As noted, additional geotechnical borings (if needed) will be the responsibility of the City
- Funding tasks associated with disbursement requests, construction summary updates, and a portion of the construction document maintenance will be the responsibility of the City.
- All permits required during construction will be the responsibility of the Contractor.
- NPDES permitting for construction activities is the Contractor's responsibility and is excluded.
- The costs included herein are for a 255-week (1782 calendar days) construction contract time commencing with Notice to Proceed date of October 11, 2023, and a contractor Final Completion date of March 31, 2026. Engineering project management services and construction document closeout services extend an additional 30 days to April 29, 2026. If the Contractor is granted additional time to complete the project, a request will be made to the City for additional fee to continue providing the Construction Phase services covered under this contract for the extended period.
- Remediating construction defects such as remediation efforts due to contractor errors are not included. A current example is the auger cast pile construction. *Engineering services associated with remediation required of contractor error or omissions would be provided on a time-and-material basis under a separate purchase order.*

PROJECT SCHEDULE

Using the May 14, 2021, notice-to-proceed authorization of Work Order no. 10 to the ASRus/Jones Edmunds Team, the proposed schedule to complete Tasks #1-7 is as follows:

Activity	Original NTP Date 05/14/2021	Original Completion By	March 2022 Updated NTP Date 05/14/2021	Revision 1 Completion By	Sep 2023 Updated NTP Date 05/14/2021	Revision 2 Completion By	January 2026 Updated NTP Date 05/14/2021	Revision 3 Completion By
Preliminary engineering & survey (1) (task 1)	90 Days from NTP	08/12/2021	90 Days from NTP	08/12/2021	90 Days from NTP	08/12/2021	90 Days from NTP	8/12/2021
60% Design Submittal (task 1)	150 Days from NTP	10/11/2021	150 Days from NTP	10/11/2021	150 Days from NTP	10/11/2021	150 Days from NTP	10/11/2021
FDEP Permit Modification Submittal (task 2)	150 Days from NTP	10/11/2021	330 Days from NTP	04/09/2022	330 Days from NTP	04/09/2022	330 Days from NTP	04/09/2022
100% Design Submittal (tasks 3.1 and 3.2)	220 Days from NTP	12/20/2021	450 Days from NTP	08/07/2022	450 Days from NTP	08/07/2022	450 Days from NTP	08/07/2022
Bid Phase Services (tasks 4.1 and 4.2)	310 Days from NTP	03/20/2022	540 Days from NTP	11/05/2022	810 Days from NTP	08/02/2023	810 Days from NTP	08/02/2023
Construction Administration (task 5 as amended)	675 Days from NTP	03/20/2023	860 Days from NTP	09/20/2023	1,460 Days from NTP	05/13/2025	1,782 Days from NTP	03/31/2026
Contract Closeout / Project Management (Task 6, Task 7 as amended)	795 Days from NTP	07/18/2023	980 Days from NTP	01/19/2024	1,460 Days from NTP	05/13/2025	1,811 Days from NTP	04/29/2026

Note: (1) Schedule dependent on time required to receive final survey information and geotech reports. Ability to shorten survey and geotech will shorten overall schedule.

The revised Scope of Services is based on a 1,782 calendar days (255 week) construction contract per the awarded Bid Contract to Substantial Completion. Final Completion and Contract Closeout will be 30 days after Substantial Completion. It is understood that the time between award of a construction contract and the actual start of construction may vary.

PROJECT FEES

ASRus proposes to complete the work detailed above on a lump sum per task basis for a revised amount not to exceed **$858,270.**

TASK	MAY 2021 AMOUNT	MARCH 2022 ADDITIONAL	NOVEMBER 2023 ADDITIONAL	JANUARY 2026 ADDITIONAL	**TOTAL**
Task 1 – 60% Prel. Design Report, Drawings & Specs.	$ 98,000				$98,000.00
Task 2 – Permit Modification Services	$ 5,000				$5,000.00
Task 3.1 – 100% Design Submittal & Bid Documents	$ 30,000				$30,000.00
Task 3.2 – 100% Design Submittal Modifications	*0*	*$ 33,300*	*$ 90,000*		*$123,300.00*
Task 4.1 – Bidding Services	$ 20,000				*$20,000.00*
Task 4.2 – Bidding Services Modifications	*0*		*$ 19,000*		*$19,000.00*
Task 5 – Construction Administration	$ 81,000		*$ 211,000*		*$292,000.00*
Task 5.3 – Extended Construction Administration				*$198,590*	*$198,590.00*
Task 6 – Contract Closeout	$ 14,000		*$ 11,000*		*$25,000.00*
Task 7.1 Project Management Tasks 1-4	$ 13,000				$13,000.00
Task 7.2 Project Management Tasks 5-6	$ 14,000				$14,000.00
Task 7.3 Project Management (Extended Construction Phase Services)				$20,380	$20,380.00
TOTAL	$275,000	$33,300	$331,000	$218,970.00	$858,270.00

ASRus will invoice for services provided on a monthly basis with the invoicing broken down by task and will reflect the percent complete for each task. Included with the invoices will be a monthly progress report to provide an update to the City.

SUB-CONSULTANT USAGE LIST

Work Assignment No. #10 Revision #3

Agreement No. RFP-22-029TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Water & Wastewater Engineering	Jones Edmunds & Associates, Inc.	324 Hyde Park Ave., Suite 250 Tampa, FL 33606		TBD
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				TBD



SUB-CONSULTANT USAGE LIST

AGENDA ITEM NO. 8.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Downtown Surveys and Subsurface Utility Location

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The downtown corridors require an additional loop for fire flow needs and multiple planned development sites. The 12" water main loop will be from Manatee Avenue on 10th Street West to Barcarotta Boulevard West to 15th Street West and then South to 6th Avenue West. The work for this main will be phased and the survey assignment is for the survey of the Phase 1 area.

FINANCIAL IMPACT:
The project is funded in GL account 40254110-534000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Downtown Surveys and Subsurface Utility Location.

ATTACHMENTS:
Work Assignment for Downtown Surveys and Subsurface Utility Location

CONTRACT
BETWEEN

ESP ASSOCIATES FL, Inc.
518 13th St W
Bradenton, FL 34205

And

CITY OF BRADENTON

ASSIGNMENT NO. S7A-25-02763
WORK ASSIGNMENT TITLE: Jacobs - Downtown Surveys and Subsurface Utility Location

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: $ 89,320

CONSULTANT'S PROJECT MANAGER:
NAME: Tim Sutherland, PSM
EMAIL: tsutherland@espassociates.com
TITLE: Group Manager
PHONE: 813-314-2664

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: Tim Sutherland, PSM
(PRINT NAME)
SIGNATURE: Tim Sutherland Digitally signed by Tim Sutherland Date: 2026.01.05 10:05:53-05'00' Date 1/5/26

CITY PROJECT MANAGER: Kristofer Eccles, P.E.
(PRINT NAME)
SIGNATURE: Kristofer S Eccles Digitally signed by Kristofer S Eccles Date: 2026.01.05 09:41:08 -05'00' Date 1/5/26

CITY MAYOR: Gene Brown
(PRINT NAME)
SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
1/2/2026	S7A-25-02763	$ 89,320

Requested By:	Division / Department:
Kristofer Eccles, P.E.	PWU / Engineering

Administrative Agent (*If different from Requestor*):

Library Category:	Vendor Name:
Survey and Mapping Services	ESP Associates, Inc.

Work Assignment Title: Downtown Water Main

Description of Requested Services:

Design Surveys and Quality Level "A" and Quality Level "D" Subsurface Utility Location and Mapping Services in Connection with Proposed 12" Water Pipeline Along 10th Street West (Manatee Ave to 1st Ave) and Along 1st Street West (10th to 12th).

Task I - Design Surveys and Mapping
Task II - Quality Level "B" SUE Services
Task III - Quality Level "A" SUE Services
Task IV - Geotechnical Boring Staking and Utility Clearing

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:

The City of Bradenton is utilizing its CCNA contract to directly hire ESP in conjunction with the EOR's (Jacobs) design process. ESP will provide the best cost and availability to the City.

Requestor: Kristofer Eccles, P.E.	**Signature:** Kristofer S Eccles Digitally signed by Kristofer S Eccles Date: 2026.01.05 09:41:27 -05'00'	**Date:** 1/5/26
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2026.01.05 11:16:19 -05'00'	**Date:** 1-5-26
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2026.01.05 13:38:27 -05'00'	**Date:** 1/5/2026

November 24, 2025
Revised December 30, 2025

City of Bradenton
Public Works Department
1411 9th Street West
Bradenton, Florida 34205

Attn: Kim Clayback, PE

Reference: **Proposal for Design Surveys and Subsurface Utility Location In Connection with Proposed 12" Water Pipeline Along 10th Street West (Manatee Ave to 1st Ave) and Along 1st Street West (10th to 12th)**
Bradenton, Manatee County, Florida
ESP Proposal No. S7A-25-02763

Dear Ms. Clayback,

ESP Associates FL, Inc. (ESP) appreciates the opportunity to provide this proposal for Design Surveys and Quality Level "A" and Quality Level "D" Subsurface Utility Location and Mapping Services for the above referenced project. The basis of this proposal is email and phone correspondence between Mohammed Bargothi of Jacobs and Tim Sutherland, PSM of ESP between November 18, 2025, and November 20, 2025.

The limits of our proposed services will be contained within the right-of-way of 10th Street and 1St Streets and will extend beyond the right-of-way and include an additional 10 ft through to the face of the existing buildings. See attached "Exhibit A" for areas of investigation.

SCOPE OF SERVICES

I. DESIGN SURVEY and MAPPING

ESP will conduct field operations to collect survey grade high density Terrestrial LiDAR along the entire route. ESP staff will schedule and conduct our survey data collection at off peak vehicular and pedestrian traffic times. Lidar point cloud data will be used to map route features to include all visible surface manmade features and vegetation. Our staff will also conduct conventional field surveys to map drainage features such as drop inlets, catch basins and will include pipe connectivity, pipe sizes and material types where un-obscured by high water and when accessible by unlocked access features. Our staff will

also collect inverts, pipe sizes and material types for gravity sanitary sewers within the project limits.

Our staff will search for and field locate existing property corners and right-of-way monumentation along the route.

ESP will generate a terrain surface model of the existing ground and paved surfaces and will generate planimetric mapping within the project limits to include all visible surface manmade features and vegetation.

II. QUALITY LEVEL "B" SUBSURFACE UTILITY LOCATION AND MAPPING SERVICES

Prior to conducting Level B field operations, ESP will contact utility owners identified by Sunshine 811 as having subsurface utilities within the project area. ESP will request utility records from each utility owner and will utilize said records to prepare a comprehensive utility mosaic of the site. Non-cooperating utility owners will be listed in our final report.

ESP will perform Quality Level "B" Subsurface Utility Location and Mapping Services within the project limits. ESP will utilize non-destructive geophysical prospecting techniques and equipment to detect, identify and mark (designate) the presence of all detectable non-gravity conductive utilities within the project limits. ESP will also conduct non-destructive Ground Penetrating Radar (GPR) transects to detect the presence of non-conductive non-gravity utilities within the project limits. Please note GPR technology is limited by site specific conditions such as soil density, soil types and the presence of ground water. These conditions may restrict the depth of signal penetration thus limiting our ability to detect some or all non-conductive subsurface utilities. All subsurface utilities detected, field surveyed and mapped will be horizontal positions only. Data compiled during our Quality Level B Service will be reconciled with information obtained in our utility research work to determine differences between our field findings and research information. All detectable utilities will be mapped and annotated to include the utility type, size and material type (where utility records specify) and method of detection used. Undetectable utilities identified in our utility research will be mapped "per record" and clearly annotated as such. Utility records obtained under Non-Disclosure agreements will be non-transferable. Quality Level B mapping will be prepared and transmitted in an AutoCAD format specified by the "Client". Utility mapping will be tied to survey control used for the compilation of the project design surveys.

Lane closure and Maintenance of Traffic planning and permitting is not anticipated to be required for this phase of work and is not included in the fee for Level B SUE services quoted below.

Limitations and Warranty of Quality Level B Services.

It is understood there are inherent risks and limitations due to the nature of this work (detecting and locating non-visible subsurface entities) using remote sensing. ESP warrants that it will utilize customary industry standards and care of designating, surveying and mapping work to detect, mark and map all non-gravity detectable conductive utilities within the project limits. ESP warrants it will use locating equipment known to the industry as high quality instrumentation. Non-conductive utilities, where detectable, will be mapped utilizing GPR technology. It is understood Omissions beyond ESP's control may occur due to limitations of the industry standard remote sensing equipment used, conductor masking, signal coupling, soil conditions and the cooperation of utility owners identified as having onsite utilities. The Client agrees to hold ESP harmless for Omissions beyond ESP's control. Electronic depths are known industry wide to be unreliable and will not be provided as a part of our Level B SUE services. Estimated linear footage based on field observations (water, fiber optic communications, telephone, power and traffic control) equals 10,000 linear feet. Total linear feet of utilities is unknown at this time.

III. QUALITY LEVEL "A" SUBSURFACE UTILITY VACUUM EXCAVATION SERVICE

ESP will perform Quality Level "A" non-destructive subsurface utility vacuum excavation and surveying services to locate and map the precise location of selected subsurface utilities within project limits at locations specified by the engineer.

For the purposes of this proposal, ten (10) Level A Test Holes have been included as requested by the client. The precise location of these Test Holes are not known at this time, therefore the cost per test hole will be estimated using the worst-case scenario. The worst-case scenario will be based on the following add-on services being required: 1) Lane Closure Permits; 2) Traffic Control Subcontractor; 3) Special Surface Repair (pavers, concrete) and 4) Night Operations (10 pm, 6 am).

ESP will be responsible for lane closure and Maintenance of Traffic planning, and permitting, saw cutting of pavement and removal of surface asphalt and concrete. ESP (or subcontractor) will also backfill, compact and repair the surface of each trench and or test hole to its original elevation and finish.

Prepare one (1) signed and sealed test hole report per exposed utility. Said reports will contain the horizontal coordinates and elevation of each exposed utility along with the size and material type observed. Quality Level A information will also be added to the Quality Level B mapping. This product will be signed and sealed as the final mapping product and delivered to the Client.

IV. GEOTECHNICAL BORING LOCATION STAKING AND CLEARING FOR UTILTIES

ESP will stake the location of a maximum of four (4) proposed Geotechnical Soil Boring locations as specified by the engineer. At each location ESP will stake the proposed boring location, conduct GPR and EM Sweeps surrounding each location in order to detect subsurface utilities. ESP will sketch our findings, white mark the location as required by Sunshine 811 and will call in a Sunshine 811 dig ticket for each of the four boring sites. Once the Sunshine 811 tickets have been completed and field marked, ESP will photo-document each site and report our findings directly to the design engineer.

V. UTILITY COORDINATION

ESP will identify all utility owners (City of Bradenton and third-party providers such as FPL, TECO Gas, telecom) within and adjacent to the project limits. ESP will initiate contact with each utility owner to confirm type, size, and location of facilities. ESP will request as-built drawings and any relocation requirements.

This service does not include engineering or design services.

VI. FEE SCHEDULE

Our fees are outlined as follows:

Tasks I Design Surveys and Mapping	-	*Lump Sum Fee of $39,070*
Task II Quality Level "B" SUE Services 10,000 Lf x $1.50	-	*Lump Sum Fee of $15,000*
Task III Quality Level "A" SUE Services	-	*Estimated Fee of $32,250*
Task IV Geotechnical Boring Staking and Utility Clearing	-	*Lump Sum Fee of $3,000*

Quality Level "A" Vacuum Excavation will be billed at a unit cost basis with add on cost such as maintenance of traffic, lane closure permitting, night operation requirement, special surface restoration.

Any services needed beyond the original Scope of Services can be provided at our prevailing hourly rates as reflected on the attached Fee Schedule. No additional services will be performed

without prior written approval from Client. ESP will commence work upon receiving our signed proposal and new client setup form from an authorized representative.

COMPENSATION

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. ESP will invoice for expenses incurred as part of this work at cost plus 15% including, but not limited to, the following: submittal fees required for approval of the project (i.e.: fees for permits for water, sewer, roadway entrances, preliminary and final plat, etc.), printing costs, long distance telephone charges, overnight shipping, pickup/delivery expenses, travel time, travel expenses, mileage, and any other expenses associated with our work. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract

AUTHORIZATION

Our "Statement of Terms and Conditions" and "Fee Schedule" are attached and incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Client is guaranteeing ESP that Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

ESP appreciates the opportunity to provide this proposal for Level "A" Subsurface Utility Vacuum Excavation Services. If you should have questions concerning this proposal or if additional information is required, please contact us.

Sincerely,

Tim W. Sutth

Timothy W. Sutherland P.L.S., P.S.M.,
ESP Florida Department Manager
ESP Associates FL, Inc.
518 13th Street West
Bradenton, Florida 34205
603.800.2283

TS/jjp

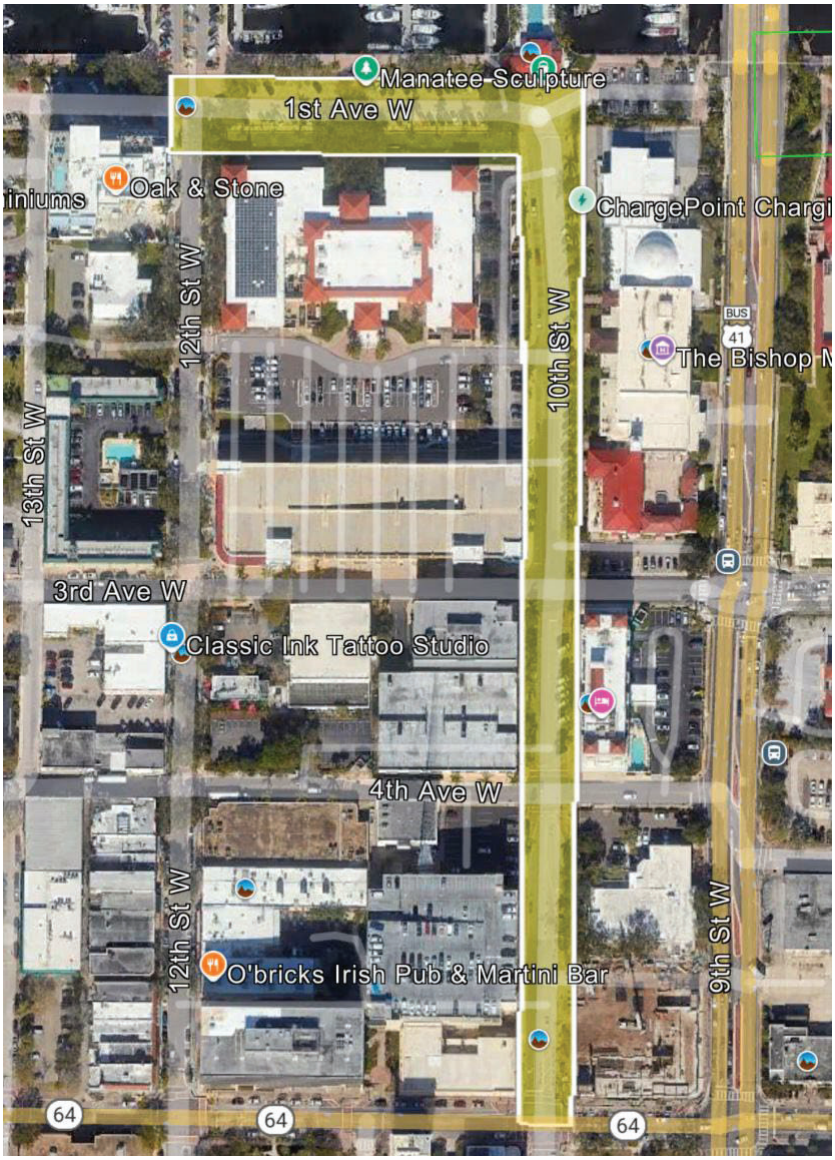
Attachments: Exhibit A
Statement of Terms and Conditions
Fee Schedule

ACCEPTED AS A CONTRACT BY AND BETWEEN

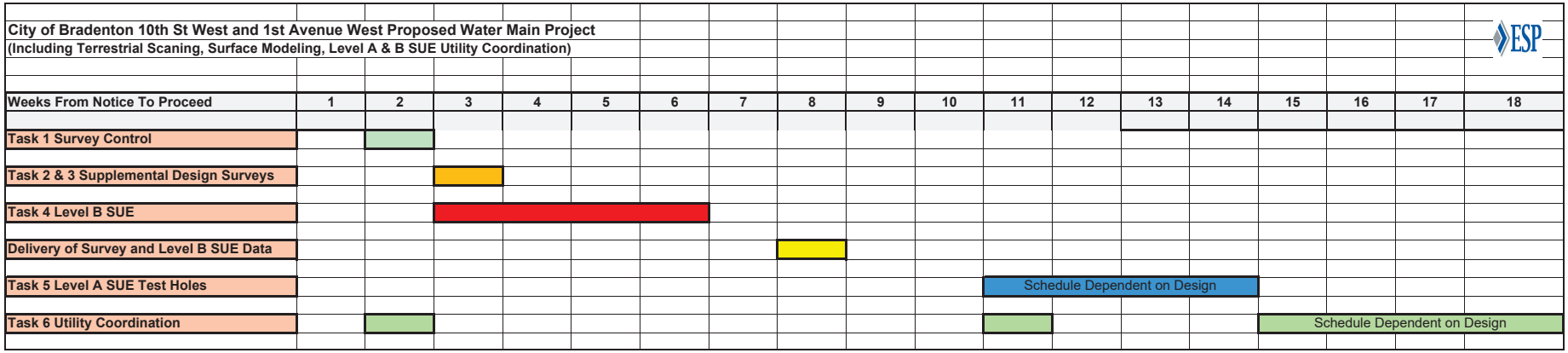
_____ _____
Gene Brown, Mayor, City of Bradenton Date

_____ _____
Mr. Danis Simmons, Chief Operating Officer, Date
ESP Associates FL, Inc.

Exhibit A – Survey Limits



City of Bradenton 10th St West and 1st Avenue West Proposed Water Main Project
(Including Terrestrial Scaning, Surface Modeling, Level A & B SUE Utility Coordination)



SUB-CONSULTANT USAGE LIST

Work Assignment No. S7A-25-02763

Agreement No. S7A-25-02763

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Traffic Safety/Control Services	AWP Safety	518 Jetton St, Tampa, FL 33619	Affordability/Availabiity	18

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. 8.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Hydrogeologic Services during the Aquifer Recharge Well Construction

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A relocation of one of the primary monitoring wells and delays due to weather (2024 hurricane season) delayed completion of the well system and subsequent testing required by FDEP. The Construction Engineering Inspection (CEI) extension is for the professional geologists to continue testing and monitoring for required regulatory submittals.

FINANCIAL IMPACT:
A reduction in the overall construction price of the well system (4 wells total) will allow the increased CEI cost to be covered with the initial encumbrance of funds for the project - GL account 40859000563000-24522.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for Hydrogeologic Services during the Aquifer Recharge Well Construction.

ATTACHMENTS:

Work Assignment for Hydrogeologic Services during the Aquifer Recharge Well Construction

CONTRACT RFP-22-029TWS
BETWEEN
ASRus, LLC
And
CITY OF BRADENTON
ASSIGNMENT NO. 2022-02 Revision #1
WORK ASSIGNMENT TITLE: Hydrogeologic Services During Well Construction

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

Work Assignment Proposed Price: $ 1 2 0 , 0 0 0 . 0 0

Contractor's PROJECT MANAGER:
NAME: Pete Larkin, P.G. TITLE: Vice President

EMAIL: plarkin@asrus.net PHONE: 813-382-8516

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941-290-9385

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: Pete Larkin, P.G.
(PRINT NAME)
SIGNATURE: _____ Date 12/29/2025

CONSULTANT DESIGNATED MANAGER: Mark McNeal, P.G.
(PRINT NAME)
SIGNATURE: _____ Date 12/29/2025

CITY PROJECT MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2025.12.30 07:43:39 -05'00' Date _____

CITY MAYOR: Gene Brown
(PRINT NAME)
SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
12/29/2025	RFP-22-029TWS	$121,000.00

Requested By:	Division / Department:
Brian Norman, Environmental Protection Engineer 2	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback, Engineering Manager

Library Category:	Vendor Name:
Hydrogeologic Services	ASRus, LLC

Work Assignment Title: Hydrogeologic Services During Well Construction

Description of Requested Services:

This revision extends the construction engineering inspection (CEI) services being provided for the aquifer recharge well at the Water Reclamation Facility (WRF) to the revised substantial completion date of March 11, 2026.

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:

Continuation of existing CEI work assignment to align with the extended construction schedule for the project.

Requestor: Brian R. Norman, P.E.	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2025.12.30 07:43:49 -05'00'	**Date:** 12/30/2025
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.12.30 08:26:00 -05'00'	**Date:** 12-30-25
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2026.01.05 09:12:58 -05'00'	**Date:** 1/5/2026

WORK ORDER # 2202-02 REVISION

CITY OF BRADENTON
Hydrogeologic Services During Well Construction
ASRus, LLC in association with
Jones Edmunds & Associates, Inc.
Scope of Services and Fee Estimate

BACKGROUND

The City of Bradenton (City) is developing a reclaimed water Aquifer Recharge Well (RW-1) system at its wastewater treatment facility. ASRus, LLC and subconsultant Jones Edmunds & Associates are providing services during construction of the recharge well system under work order WO#2022-02.

The work order includes the following task:

Task 1 – Hydrogeologic Oversight During Well Construction

The construction services were scoped for a construction schedule of 540 days which was reached on September 23, 2025. The Contractor is estimating a revised substantial completion date of March 11, 2026, extending the estimated construction time for completion from 540 days to 709 days, or approximately 5.5 additional months.

REVISION

This revision includes additional fee for construction services for the extended construction schedule. The existing construction services budget for 18 months of construction has been managed to provide services through October 2025 (19 months). This request is for additional fee to provide construction services from November 1, 2025 to March 11, 2026. No change to the scope of services is requested.

SCHEDULE

The proposed schedule to complete is as follows:

TASK	TOTAL Days
TASK 1 - Hydrogeologic Oversight During Well Construction	540
Additional Time	169[1]
REVISED	**709**

1 Based on Contractor estimate

PROJECT FEES

ASRus proposes to complete the work detailed above on a time and material basis for a revised amount not to exceed **$692,289.**

TASK	TOTAL
TASK 1 - Hydrogeologic Oversight During Well Construction	$572,289
Additional Fee Requested	$120,000
REVISED TOTAL NOT-TO-EXCEED BUDGET	**$692,289**

AGENDA ITEM NO. 8.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Manhole Lining

SUGGESTED ACTION: Approval

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 and to improve sanitary system resiliency, the work assignment authorization request is for lining 44 manholes showing signs of disrepair to reduce inflow and infiltration, seal areas with missing grout, repair the benches, etc.

FINANCIAL IMPACT:
The expense for the work assignment was previously approved by Council in GL account 40859000-563000-24505.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for Manhole Lining.

ATTACHMENTS:
Work Assignment for Manhole Lining

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (WA: 2603)

Pursuant to the City of Bradenton, Agreement for Manhole lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and GML., 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: 2603

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 $142,718.40. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & lining approximately 44 manholes.

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 November/24/2025. _____.

Contractor

BY: Dale Flocker Digitally signed by Dale Flocker Date: 2025.12.19 18:07:35 -05'00'

Printed Name: Dale Flocker

Title: SVP

Date: 12/19/2025

CITY OF BRADENTON

BY:_____

Date: _____

10315 Technology Terrace ● Lakewood Ranch, FL 34211 ● Office: 941.755.2176 ● Fax: 941.755.2428 ● www.gmlcoatings.com

QUOTATION DATE: Friday, November 21, 2025
PROPOSAL #: 25118
SERVICE AREA: Misc.

City of Bradenton
Public Works and Utilities
1411 9th St. W
Bradenton, FL 34205

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting

PRODUCTS OFFRED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

MANHOLE REHABILITATION				
NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B08MH002	4.00	6.00	$3,243.60
2	B08MH011	4.00	6.00	$3,243.60
3	B08MH012	4.00	6.00	$3,243.60
4	B08MH014	4.00	6.00	$3,243.60
5	B08MH015	4.00	6.00	$3,243.60
6	B17MH041	4.00	6.00	$3,243.60
7	B17MH045	4.00	6.00	$3,243.60
8	B17MH071	4.00	6.00	$3,243.60
9	B17MH023	4.00	6.00	$3,243.60
10	B17MH084	4.00	6.00	$3,243.60
11	B17MH007	4.00	6.00	$3,243.60
12	B17MH030	4.00	6.00	$3,243.60
13	B17MH029	4.00	6.00	$3,243.60
14	B01MH106	4.00	6.00	$3,243.60
15	B11MH027	4.00	6.00	$3,243.60
16	B17MH028	4.00	6.00	$3,243.60
17	B01MH168	4.00	6.00	$3,243.60
18	B11MH013	4.00	6.00	$3,243.60
19	B11MH016	4.00	6.00	$3,243.60
20	B01MH210	4.00	6.00	$3,243.60
21	B01MH097	4.00	6.00	$3,243.60
22	B11MH078	4.00	6.00	$3,243.60
23	B18MH024	4.00	6.00	$3,243.60
24	B18MH001	4.00	6.00	$3,243.60
25	B02MH036	4.00	6.00	$3,243.60
26	B02MH053	4.00	6.00	$3,243.60
27	B18MH087	4.00	6.00	$3,243.60
28	B18MH086	4.00	6.00	$3,243.60
29	B18MH046	4.00	6.00	$3,243.60
30	B18MH080	4.00	6.00	$3,243.60
31	B13MH033	4.00	6.00	$3,243.60
32	B18MH092	4.00	6.00	$3,243.60
33	B18MH116	4.00	6.00	$3,243.60
34	B04MH145	4.00	6.00	$3,243.60
35	B04MH121	4.00	6.00	$3,243.60
36	B04MH107	4.00	6.00	$3,243.60
37	B04MH119	4.00	6.00	$3,243.60
38	B04MH002	4.00	6.00	$3,243.60
39	B04MH004	4.00	6.00	$3,243.60
40	B04MH061	4.00	6.00	$3,243.60
41	B04MH062	4.00	6.00	$3,243.60
42	B19MH017	4.00	6.00	$3,243.60
43	B19MH018	4.00	6.00	$3,243.60
44	B19MH022	4.00	6.00	$3,243.60
		TOTAL=		**$142,718.40**

TERMS AND CONDITIONS

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. GML Coatings, LLC. reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retainage being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of GML Coatings, LLC. work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between GML Coatings, LLC. pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and GML Coating, LLC. agrees to cooperate in scheduling to avoid conflicts or interference with either party's performance.

VII. GML Coatings, LLC. is unable to schedule or carry out any work on this project until a Signed and Accepted Proposal or Sub Contract is received by GML Coatings, LLC. confirming that all Prices and the terms and conditions are accepted as presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on GML Coatings, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to Agreement shall be in a court of competent jurisdiction in Manatee County, Florida, with the prevailing party being entitled to recover its attorney's fees and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against GML Coatings, LLC. by reason of any delay no matter how caused and GML Coatings, LLC. shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

X. GML Coatings, LLC. liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by GML Coatings, LLC. from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for GML Coatings, LLC. own negligence. GML Coatings, LLC. shall have no liability or responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.
XI. Customer is responsible for advising GML Coatings, LLC. in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by GML Coatings, LLC. during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by GML Coatings, LLC. and advise GML Coatings, LLC. in writing of any aspect of the work which is not acceptable, providing GML Coatings, LLC. a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. GML Coatings, LLC. warrants its work will be free from defects and be performed in a good workmanlike manner. GML Coatings, LLC. provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. GML Coatings, LLC. shall not be responsible for any special, incidental or consequential damages.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

Please indicate by circle if this is:

Certified Payroll Project	**YES**	**NO**
Prevailing Wage Conditions	**YES**	**NO**
An EEO Project	**YES**	**NO**

GML COATINGS SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in in our working relationship.

COMPANY INFORMATION

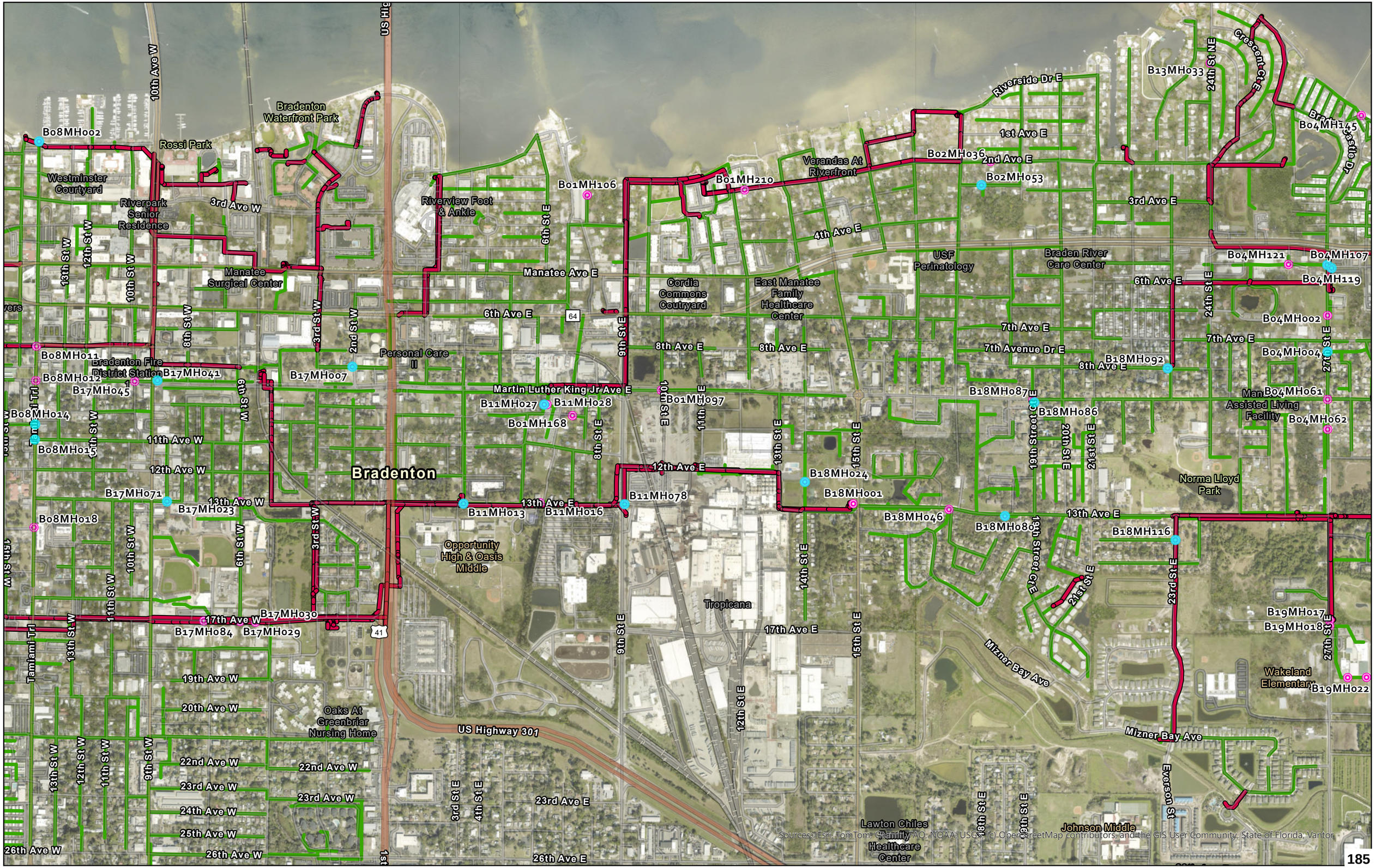
GML Coatings, LLC.
10315 Technology Terrace
Lakewood Ranch, FL 34211

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

Please be sure to:

- Identify FDOT#'s and Project Fin#'s.
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Complete Credit Application for credit terms (New Customers Only).
- Contact Scheduling Project Manager within 90 Days or as soon as possible to schedule new projects. Notify us immediately of any scheduling conflicts or changes.


Bo8MHo02
Rossi Park
Bradenton Waterfront Park
Westminster Courtyard
Riverpark Senior Residence
Manatee Surgical Center
Bo8MHo11
Bradenton Fire District Station 1
Bo8MHo12
B17MHo45
B17MHo41
B17MHo007
Personal Care II
Bo8MHo14
Bo8MHo15
Bradenton
B17MHo071
B17MHo023
Bo8MHo18
B17MHo030
B17MHo084
B17MHo029
Oaks At Greenbriar Nursing Home
US Highway 301
Opportunity High & Oasis Middle
Bo1MHo106
Riverview Foot & Ankle
Manatee Ave E
6th Ave E
8th Ave E
Martin Luther King Jr Ave E
B11MHo27
B11MHo28
Bo1MH168
B11MHo13
B11MHo16
B11MHo78
12th Ave E
13th Ave E
Bo1MHo97
Bo1MH210
Verandas At Riverfront
Bo2MHo36
Bo2MHo53
Cordia Commons Courtyard
East Manatee Family Healthcare Center
USF Perinatology
Braden River Care Center
B18MHo24
B18MHo01
B18MHo46
B18MHo86
B18MHo87
B18MHo92
Tropicana
17th Ave E
Mizner Bay Ave
Lawton Chiles Family Healthcare Center
Johnson Middle
Norma Lloyd Park
B13MHo33
Crescent Cir E
Bo4MH145
Bo4MH121
Bo4MH107
Bo4MH119
Bo4MHo02
Bo4MHo04
Bo4MH061
Bo4MH062
Manatee Assisted Living Facility
B19MHo17
B19MHo18
B19MHo22
Wakeland Elementary
Everson St
Riverside Dr E
1st Ave E
2nd Ave E
3rd Ave E
4th Ave E
7th Ave E
7th Avenue Dr E
10th Ave W
11th Ave W
12th Ave W
13th Ave W
17th Ave W
19th Ave W
20th Ave W
22nd Ave W
23rd Ave W
24th Ave W
25th Ave W
26th Ave W
23rd Ave E
26th Ave E
10th St W
11th St W
12th St W
13th St W
3rd St W
6th St W
8th St W
9th St W
2nd St W
6th St E
8th St E
9th St E
10th St E
11th St E
13th St E
14th St E
15th St E
12th St E
3rd St E
4th St E
18th St E
19th St E
21st St E
23rd St E
24th St NE
27th St E
19th Street Ct E
20th St E
Tamiami Trl
64
41
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Vantor

Scope — WA2603 Manhole Lining Project
This project consists of rehabilitating 44 sanitary manholes. The work includes cleaning and inspecting the existing manholes to assess their condition, followed by lining the manholes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Schedule
The contractor will be allotted 90 calendar days to complete the project, from commencement to final acceptance. 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.

AGENDA ITEM NO. 8.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Manhole Lining

SUGGESTED ACTION: Approval

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 and to improve sanitary system resiliency, the work assignment authorization request is for lining 39 manholes showing signs of disrepair to reduce inflow and infiltration, seal areas with missing grout, repair the benches, etc.

FINANCIAL IMPACT:
The funding for the work assignment was previously approved by Council in GL account 30358200-563000-22807.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for manhole lining.

ATTACHMENTS:
Work Assignment for Manhole Lining

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (WA: 2602)

Pursuant to the City of Bradenton, Agreement for Manhole lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Insituform., 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: 2602

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 $164,054.40. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & lining approximately 39 manholes.

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 November/26/2025. _____.

Contractor Insituform Technologies, LLC

BY: Diane Partridge

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

Date: 12/19/2025

CITY OF BRADENTON

BY:_____

Date: _____

Scope — WA2602 Manhole Lining Project
This project consists of rehabilitating 39 sanitary manholes. The work includes cleaning and inspecting the existing manholes to assess their condition, followed by lining the manholes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Schedule
The contractor will be allotted 90 calendar days to complete the project, from commencement to final acceptance. 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.

Date: 11/26/2025 **Job Location:** LS 21, 23, 33
Project: **Bradenton-2025 Manhole Rehabilitation OMNIA**
Parent Contract: Omnia LLC Contract - Parent - DuPage County - 23-065-PW-250498
Customer: City of Bradenton
Attention: Kim Clayback & David Lopez-Rivera
City of Bradenton Public Works & Utilities
1411 9th Street W
Bradenton, FL 34205

Re: City of Bradenton 2025 Manhole Rehabilitation

Dear David Lope-Rivera,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **the City of Bradenton,** hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

ITEM	DESCRIPTION	UNIT OF MEASURE	BID UNIT PRICE	QTY	TOTAL
106	Operate 4" pumping System (Fuel & Maint. Per Pump)	Day	$ 400.00	3	$ 1,200.00
382	Manhole Rehabilitation - epoxy	SF	$ 32.50	2939.04	$ 95,518.80
	250 mil epoxy additive(125 standard)	SF	$ 7.50	2939.04	$ 22,042.80
385	Manhole Bench Rehabilitation - epoxy/modified polymer	SF	$ 37.50	489.84	$ 18,369.00
	250 mil epoxy additive(125 standard)	SF	$ 7.50	489.84	$ 3,673.80
386	Manhole Bench Rebuild	EA	$ 1,250.00	4	$ 5,000.00
389	Access beyond 100' from road	EA	$ 750.00	13	$ 9,750.00
	345, 019, 020, 021, 128, 129, 130, 227, 228, 164, 162, 174, 240				
507	Travel and Mobilization	EA	$ 2,500.00	1	$ 2,500.00
A6.16	Traffic Control - Lane Closure	EA	$ 750.00	8	$ 6,000.00
	004, 006, 007, 144			**TOTAL**	**$ 164,054.40**

* This proposal assumes the rehabiliation of (39) Manholes. Assuming 6' Depth at 4' Diameter. Billing however will be based upon the unit prices included above using field verified, and customer approved quantities.

NOTES:
Pricing is based on City's estimates, invoicing will be based on field measurements of work performed.
Traffic Control on FDOT roads not included.
Hydrant Meter is the responsibility of Insituform
Bypass pumping pricing is limited to bypass pumping a maxiumum of 12" sanitary lines. Should bypassing of larger diameter be required, it shall be priced seperately.
Erosion Control
Permitting



Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97th Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |

WA: 2602_LS21_&_LS23&LS33_31MH's

B23MH044	B33MH004	B23MH123	B23MH106	B23MH109
B33MH017	B23MH345	B23MH019	B23MH020	B23MH021
B23MH144	B23MH153	B21MH126	B21MH112	B21MH109
B21MH004	B21MH025	B21MH006	B21MH007	B21MH008
B21MH128	B21MH129	B21MH042	B21MH130	B21MH043
B21MH054	B21MH075	B21MH077	B21MH087	B21MH067
B21MH049				

WA: 2602_LS21_8MH's

B21MH227 B21MH164 B21MH228 B21MH162 B21MH218

B21MH174 B21MH244 B21MH240

B21MH126 *This is the same one that is on the other map.

Sandpointe Dr
B21MH227
B21MH228
40th St W
29th Ave W
41st St W
B21MH162
29th Ave W
B21MH218
30th Ave W
B21MH164
31st Ave W
38th St
Highland Ave W
B21MH174
Southern Pkwy W
Oxford Dr W
York Dr W
B21MH244
Dover Pl W
32nd Ave W
33rd Ave W
B21MH126
Palma Sola Drain
333rd Avenue Dr W
37th St W
Highland Ave W Highland Ave W
Prine Elementary
B21MH240
33rd St W
33rd Street Ct W

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Microsoft, Vantor

AGENDA ITEM NO. 8.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Water Supply Planning Assistance

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is evaluating options to improve water supply resiliency within its system. This work order will focus on evaluating opportunities to develop additional water supplies through aquifer recharge of excess reclaimed water and excess surface water. The net benefit to the Upper Floridan Aquifer (UFA) created by aquifer recharge can be leveraged to develop new groundwater withdrawal allocations. These can be developed for the City or transferred to others in exchange for water supply or other compensation that may benefit the pursuit of a more resilient water system. The City is currently constructing a reclaimed water aquifer recharge well at their Wastewater Treatment Facility (WWTF). The opportunities created by this recharge well will be evaluated as well as other potential recharge opportunities at other locations.

FINANCIAL IMPACT:
The funds for the consultant study are in GL Account 40254110-534000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for Water Supply Planning Assistance.

ATTACHMENTS:

Work Assignment for Water Supply Planning Assistance

CONTRACT RFP-22-029TWS
BETWEEN
ASRus, LLC
And
CITY OF BRADENTON
ASSIGNMENT NO. 2022-03
WORK ASSIGNMENT TITLE: Water Supply Planning Assistance

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

Work Assignment Proposed Price: $ 1 2 1 , 0 5 0 . 0 0

Contractor's PROJECT MANAGER:
NAME: Pete Larkin, P.G. TITLE: Vice President

EMAIL: plarkin@asrus.net PHONE: 813-382-8516

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941-290-9385

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: Pete Larkin, P.G.
(PRINT NAME)
SIGNATURE: _____ Date 12/23/2025

CITY PROJECT MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2025.12.22 15:40:48 -05'00' Date _____

CONSULTANT DESIGNATED MANAGER: Mark McNeal, P.G.
(PRINT NAME)
SIGNATURE: _____ Date 12/23/2025

CITY MAYOR: Gene Brown
(PRINT NAME)
SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
12/22/2025	RFP-22-029TWS	$121,050.00

Requested By:	Division / Department:
Brian Norman, Environmental Protection Engineer 2	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback, Engineering Manager

Library Category:	Vendor Name:
Hydrogeologic Services	ASRus, LLC

Work Assignment Title: Water Supply Planning Assistance

Description of Requested Services:

The scope of services provides an evaluation of available opportunities for augmenting the City's water supply based upon the net benefit to the Upper Floridan Aquifer provided by the aquifer recharge well, currently under construction at the Water Reclamation Facility. This includes a review of groundwater permitting within the Most Impacted Area of the Southern Water Use Caution Area established by the Southwest Florida Water Management District, which the City falls within. Groundwater modeling and planning level cost and schedule estimates for up to three scenarios to provide additional water supply. Deliverables include a draft and final summary report.

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:

ASRus, in association with Jones Edmunds & Associates, has successfully completed the Basis of Design Report, construction documents, and construction engineering inspection services for the aquifer recharge well at the WRF, making their team a natural fit to carry out the additional scope for this effort to maximize the benefits of the project. They have sufficient staff who are familiar with the City's water and wastewater system and the hydrogeologic conditions of our area to complete the work efficiently, as well as all necessary technical expertise and resources to deliver a successful project.

Requestor: Brian R. Norman, P.E.	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2025.12.23 07:40:03 -05'00'	**Date:** 12/23/25
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.12.23 10:13:23 -05'00'	**Date:** 12-23-25
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.12.23 11:15:22 -05'00'	**Date:** 12/23/2025

WORK ORDER NO. 2022-03
CITY OF BRADENTON
Water Supply Planning Assistance
ASRus, LLC in association with Jones Edmunds & Associates, Inc.
Scope of Services and Fee Estimate

BACKGROUND

The City of Bradenton (City) is evaluating options to improve water supply resiliency within its system. This work order (WO#2022-03) will focus on evaluating opportunities to develop additional water supplies through aquifer recharge of excess reclaimed water and excess surface water. The net benefit to the Upper Floridan aquifer (UFA) created by aquifer recharge can be leveraged to develop new groundwater withdrawal allocations. These can be developed for the City or transferred to others in exchange for water supply or other compensation that may benefit the pursuit of a more resilient water system. The City is currently constructing a reclaimed water aquifer recharge well at their Wastewater Treatment Facility (WWTF). The opportunities created by this recharge well will be evaluated as well as other potential recharge opportunities at other locations.

The ASRus Team includes ASRus and Jones Edmunds & Associates, Inc. (JE). The project will be executed primarily out of the ASRus and Jones Edmunds Tampa, Florida offices.

SCOPE OF SERVICES

TASK 1 – Evaluation of Aquifer Recharge Opportunities for the Development of Additional Water Supply

Overview of Aquifer Recharge and Groundwater Development Opportunities

ASRus Team will provide an overview of the applicable Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) regulations and the various injection wells including how the hydrogeologic setting dictates the type of well and its potential effectiveness. ASRus Team will review groundwater permitting within the Southwest Florida Water Management District (SWFWMD) SWCUA Most Impacted Area (MIA) and how aquifer recharge benefits are assessed by the SWFWMD in the pursuit of additional water use permit (WUP) allocations.

Reclaimed Water Recharge

The City is currently developing a reclaimed water aquifer recharge system at their WWTF. ASRus Team will review period of record (POR) discharge data from the WWTF provided by the City to evaluate the volume of excess reclaimed water available for aquifer recharge at the WWTF. From this data, ASRus Team will perform up to two (2) preliminary groundwater modeling simulations using the SWFWMD's District Wide Regional Model (DWRM) to assess potential value of the net benefit provided by this recharge system.

Bill Evers Reservoir Aquifer Recharge

ASRus Team will evaluate the volume of water potentially available from the City's Bill Evers Reservoir during the wet season for aquifer recharge. The ASRus Team will review WUP conditions, and POR reservoir discharge data provided by the City to evaluate the excess volume of water available during the wet season that is potentially available for aquifer recharge. ASRus Team will develop and evaluate UIC options to maximize the use of the excess surface water to provide resiliency in the potable system. ASRus Team will review groundwater quality from available data near the Bill Evers Reservoir to assess the viability as a potable supply.

ASRus Team will provide planning level costs and schedule for viable options and an assessment of additional water supply potential each option offers. This scope includes up to three (3) preliminary groundwater modeling scenarios using the SWFWMD's DWRM to assess the potential of net benefits an aquifer recharge option provides, simulating groundwater withdrawal points from up to three (3) conceptual locations.

In addition to assessing the development of additional groundwater supplies by the City, ASRus Team will assist the City with identifying potential opportunities to transfer net benefits generated by the City's recharge activities to neighboring utilities in exchange for additional potable water supplies or other benefits for the City. These options will be summarized in a report.

Summary Report

A report will be prepared detailing potential UIC well options to increase potable water supplies. The report will include the following:

- Review of applicable regulations governing underground injection
- Review of regional hydrogeology and how it applies to underground injection opportunities
- Assessment of reclaimed water aquifer recharge net benefit potential
- Assess potential excess surface water availability from the Bill Evers Reservoir

- Review available surface water quality from the Bill Evers Reservoir and assess treatment requirements that may be needed to comply with UIC regulations
- Review of groundwater quality near the Bill Evers Reservoir and potential as a potable supply
- Assessment of potential aquifer recharge concepts with respect to permitting, cost, benefit provided.
- Conceptual subsurface aquifer recharge conceptual design
- Review of infrastructure additions that would be required to implement aquifer recharge well at the Bill Evers Reservoir
- Planning level cost estimates for the aquifer recharge well concepts identified
- Planning level schedule for permitting and construction of the aquifer recharge well concepts identified
- Summary and Recommendations

Project Meetings

ASRus Team will attend meetings in support of the scope objectives described above. The following meetings are budgeted under this proposal:

- Project Kickoff meeting
- Up to (4) progress meetings with the City conducted via video conference
- Up to four (4) site visits or in-person meetings with City and other stakeholders or regulatory agencies

DELIVERABLES
Draft Summary Report (PDF)
Final Summary Report (PDF)

PROJECT FEES

The ASRus Team will be compensated for the Scope of Services described above on a Time and Material not-to-exceed basis for Task 1. The budget is detailed in **Attachment 1**.

The total not-to-exceed amount of this Work Order is $**121,050** which includes Jones Edmunds fee (see attached scope of work).

ASRus will invoice the City for services provided on a monthly basis.

SCHEDULE

TASK	DESCRIPTION	COMPLETION IN CALENDAR DAYS OR DATE
1	Evaluation of Aquifer Recharge Opportunities for the Development of Additional Water Supply	200 days following NTP

EXCLUSIONS AND CONDITIONS

The following items are exclusions and conditions specific to this Scope of Services.

- City will provide data specified in the above scope.
- Assessment of hydrologic flow conditions, environmental impacts, and water use permitting of surface withdrawals from Bill Evers Reservoir will be performed under a separate work authorization.
- No permitting is included in this scope of work.
- Evaluation of property ownership and potential easements requirements will be performed by others.

ATTACHMENT 1

CITY OF BRADENTON

Work Order No. 2022-03 - City of Bradenton Aquifer Water Supply Planning Assistance

Agreement RFP 22-029TWS: Hydrogeological Services

FEE ESTIMATE

	ASRus										Subconsultant	Work Order Totals
TASK	Principal in Charge	Senior Geologist	Senior Engineer	Senior Construction Manager	Staff Scientist/ Engineer	Construction Manager	Graphic Designer	Senior Clerical	Labor Hours	ASRus Total	Jones Edmunds	
Standard Rate	$200	$170	$170	$140	$90	$90	$80	$70				
TASK 1 - Evaluation of Aquifer Recharge Opportunities for the Development of Additional Water Supply												
Overview Aquifer Recharge and Groundwater Development Opportunities	16	30	0	0	0	0	0	4	50	$8,580	$0	$8,580
Reclaimed Water Evaluation	8	40	0	0	20	0	0	4	72	$10,480	$0	$10,480
Bill Evers Reservoir Evaluation	16	100	0	0	60	0	0	4	180	$25,880	$0	$25,880
Planning Level Cost Evaluation of Options	8	40	0	0	20	0	0	4	72	$10,480	$15,000	$25,480
Summary Report	24	100	0	0	40	0	8	4	176	$26,320	$5,000	$31,320
Project Meetings	14	64	0	0	0	0	0	9	87	$14,310	$5,000	$19,310
Task 1 Subtotal	**86**	**374**	**0**	**0**	**140**	**0**	**8**	**29**	**637**	**$96,050**	**$25,000**	**$121,050**
Project Totals	**$17,200**	**$63,580**	**$0**	**$0**	**$12,600**	**$0**	**$640**	**$2,030**			**$25,000**	**$121,050**

December 22, 2025

Pete Larkin, PG
13329 N Armenia Avenue. Tampa, FL 33613

RE: ASRus – City of Bradenton – W.O. No. 2022-03 Water Supply Planning Assistance
Jones Edmunds Opportunity No.: 95340-xxx-25

Dear Mr. Larkin,

Thank you for the opportunity to assist ASRus and the City of Bradenton evaluating options to improve water supply resiliency. The scope of services and fee are summarized below.

SCOPE OF SERVICES

Jones Edmunds & Associates, Inc. appreciates the opportunity to work with ASRus and the City on evaluating opportunities to develop additional water supplies through aquifer recharge of excess reclaimed water and excess surface water. Under this work assignment Jones Edmunds will work with ASRus and COB to develop the conceptual level design layouts surface facility improvements for reclaimed water and excess surface water recharge facilities and develop planning levels construction and design cost estimates.

FEE

The work will be completed on a time and materials basis, for a fee not-to-exceed $25,000 as outlined in the table below. The work will proceed following approval of the Scope of Work from ASRus. This fee will not be exceeded without a requested change in scope and prior approval and authorization from ASRus.

Task	Cost
Task 1 – Conceptual Surface Facilities and Planning Level Cost Estimates	$25,000
Totals	**$25,000**

SCHEDULE

Individual tasks will be determined based on a mutually agreeable schedule by ASRus , the COB PM, and Jones Edmunds.

We look forward to working with ASRus and COB on this project. If you have any questions, please feel free to reach me by email at TFriedrich@JonesEdmunds.com or by cell at 813-263-2204.

Thank you,



Thomas W. Friedrich, PE, BCEE
Senior Consultant, V.P.
324 S. Hyde Park, Ave, Suite 250
Tampa, FL 33606

SUB-CONSULTANT USAGE LIST

Work Assignment No. 2022-03

Agreement No. RFP-22-029TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Water & Wastewater Engineering	Jones Edmunds & Associates, Inc.	324 Hyde Park Ave., Suite 250 Tampa, FL 33606		21%
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				21%

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** RESOLUTION 26-01 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVING APPLICATION PLN-MAJ-25-0001 FOR A MAJOR AMENDMENT TO THE BELLA SOLE PLANNED DEVELOPMENT PLAN (PDP) TO EXCLUDE THE PROPERTY LOCATED AT 3901 5TH AVENUE NE, BRADENTON, FLORIDA (PARCEL ID NO. 1042800359), AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE STIPULATION REQUIRING INDIVIDUAL RESIDENCES TO PROVIDE FIRE SUPPRESSION SYSTEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to recommend to City Council either approval or denial of Resolution 26-01.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The Applicant has submitted an application for a Major Planned Development Project amendment to allow for the property at 3901 5th Avenue NE to be excluded from an existing stipulation requiring Fire Suppression for new residential construction properties at Bella Sole.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 26-01.

ATTACHMENTS:
Resolution 26-01
Staff Report
Application
2012 Evaluation Report

RESOLUTION 26-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVING APPLICATION PLN-MAJ-25-0001 FOR A MAJOR AMENDMENT TO THE BELLA SOLE PLANNED DEVELOPMENT PLAN (PDP) TO EXCLUDE THE PROPERTY LOCATED AT 3901 5TH AVENUE NE, BRADENTON, FLORIDA (PARCEL ID NO. 1042800359), AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE STIPULATION REQUIRING INDIVIDUAL RESIDENCES TO PROVIDE FIRE SUPPRESSION SYSTEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Paul and Allyson Notine (the "Property Owners"), own the property located at 3901 5th Avenue NE (parcel ID 1042800359) Bradenton, Florida, more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, On November 29, 2000, the Property was annexed into the city as part of an existing platted subdivision known as "Riverdale" and at the time of annexation a Planned Development Project (PDP) designation known as "Bella Sole" was placed on all annexed properties; and

WHEREAS, In 2003, a PDP Amendment was approved with stipulations related to a dock master plan; and

WHEREAS, On August 13, 2008, a PDP Amendment (Case MA.08.0022) was approved with stipulations allowing for the division of lots resulting in a lot increase from 18 to 37; and

WHEREAS, due to the increase in the number of lots, narrower lot sizes, closer proximity of residences to each other, and the condition of the road network within the development; one of the stipulations approved required that all individual residences include a fire suppression system in accordance with City requirements; and

WHEREAS, On June 13, 2012, a PDP Amendment (Case MA.12.0031) was approved with stipulations with one continuing the previous stipulation that all individual residences include a fire suppression system due to the narrow lots; and

WHEREAS, unlike other properties within the Bella Sole PDP, the subject Property was not affected by either the 2008 or 2012 PDP Amendments as it was not subdivided into a narrower lot and according to a property survey, the proposed home maintains a greater separation (12.8 ft.) from the neighboring property to the east due to easements along the east property line; and

WHEREAS, the City Council held a noticed public hearing on January 14, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

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

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

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

b. The Property Owners are requesting approval to exclude property located at 3901 5th Avenue Drive NE (Parcel ID No. 1042800359) from the requirement that individual residences in the Bella Sole PDP provide fire suppression systems attached hereto as Exhibit "B".

Section 2. Order. Based upon the foregoing, a PDP Amendment is hereby approved and issued for the Property, to exclude the Property from the stipulation under cases MA.08.0022 and MA.12.0031 requiring individual residences provide fire suppression systems. Except as specifically modified herein, the remaining terms, conditions and stipulations of the Bella Sole PDP continue in effect and are unchanged by this Order.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

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

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

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON this 14TH DAY OF JANUARY, 2026.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

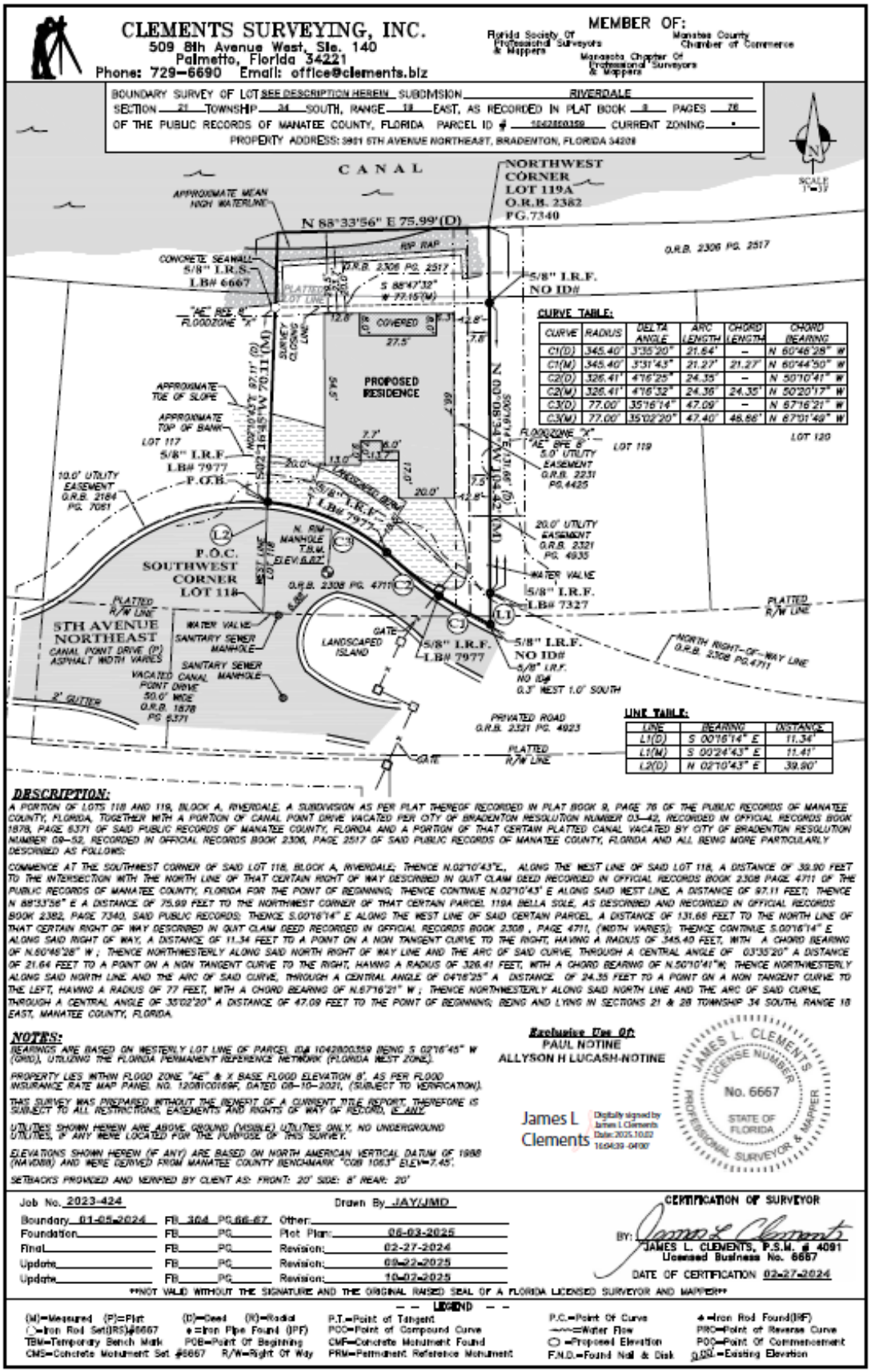
_____

Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

A PORTION OF LOTS 118 AND 119, BLOCK A, RIVERDALE, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 76 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF CANAL POINT DRIVE VACATED PER CITY OF BRADENTON RESOLUTION NUMBER 03-42, RECORDED IN OFFICIAL RECORDS BOOK 1878, PAGE 6371 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND A PORTION OF THAT CERTAIN PLATTED CANAL VACATED BY CITY OF BRADENTON RESOLUTION NUMBER 09-52, RECORDED IN OFFICIAL RECORDS BOOK 2306, PAGE 2517 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 118, BLOCK A, RIVERDALE; THENCE N.02°10'43"E., ALONG THE WEST LINE OF SAID LOT 118, A DISTANCE OF 39.90 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2308, PAGE 4711 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE N.02°10'43 11E. ALONG SAID WEST LINE, A DISTANCE OF 97.11 FEET; THENCE N.88°33'56"E., A DISTANCE OF 75.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL 119A BELLA SOLE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS DOOK 2382, PAGE 7340, SAID PUBLIC RECORDS; THENCE S.00°16'14"E., ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 131.66 FEET TO THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2308, PAGE 4711 (WIDTH VARIES); THENCE CONTINUE S.00°16'14"E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 11.34 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 345.40 FEET, WITH A CHORD BEARING OF N.60°462811W.; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°3512011, A DISTANCE OF 21.64 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 326.41 FEET, WITH A CHORD BEARING OF N.50° 10'4111W.; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°16'25n, A DISTANCE OF 24.35 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 77.00 FEET, WITH A CHORD BEARING OF N.67°16'2111W.; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°02'20'\ A DISTANCE OF 47.09 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTIONS 21 & 28, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

EXHIBIT "B"



DESCRIPTION:

A PORTION OF LOTS 118 AND 119, BLOCK A, RIVERDALE, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 76 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF CANAL POINT DRIVE VACATED PER CITY OF BRADENTON RESOLUTION NUMBER 03-42, RECORDED IN OFFICIAL RECORDS BOOK 1878, PAGE 5371 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND A PORTION OF THAT CERTAIN PLATTED CANAL VACATED BY CITY OF BRADENTON RESOLUTION NUMBER 09-52, RECORDED IN OFFICIAL RECORDS BOOK 2306, PAGE 2517 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 118, BLOCK A, RIVERDALE; THENCE N.02°10'43"E., ALONG THE WEST LINE OF SAID LOT 118, A DISTANCE OF 39.90 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2306 PAGE 4711 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE N.02°10'43" E ALONG SAID WEST LINE, A DISTANCE OF 97.11 FEET; THENCE N 88°33'56" E A DISTANCE OF 75.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL 119A BELLA SOLE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2382, PAGE 7340, SAID PUBLIC RECORDS; THENCE S.00°16'14" E ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 131.68 FEET TO THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2306 , PAGE 4711, (WIDTH VARIES); THENCE CONTINUE S.00°16'14" E ALONG SAID RIGHT OF WAY, A DISTANCE OF 11.34 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 345.40 FEET, WITH A CHORD BEARING OF N.60°46'28" W ; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°35'20" A DISTANCE OF 21.64 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 326.41 FEET, WITH A CHORD BEARING OF N.50°10'41"W; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°16'25" A DISTANCE OF 24.35 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 77 FEET, WITH A CHORD BEARING OF N.67°16'21" W ; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°02'20" A DISTANCE OF 47.09 FEET TO THE POINT OF BEGINNING; BEING AND LYING IN SECTIONS 21 & 28 TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

NOTES:

BEARINGS ARE BASED ON WESTERLY LOT LINE OF PARCEL ID# 1042800359 BEING S 02°16'45" W (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

PROPERTY LIES WITHIN FLOOD ZONE "AE" & X BASE FLOOD ELEVATION 8', AS PER FLOOD INSURANCE RATE MAP PANEL NO. 12081C0169F, DATED 08-18-2021, (SUBJECT TO VERIFICATION).

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

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

ELEVATIONS SHOWN HEREIN (IF ANY) ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE DERIVED FROM MANATEE COUNTY BENCHMARK "COB 1063" ELEV=7.45'.

SETBACKS PROVIDED AND VERIFIED BY CLIENT AS: FRONT: 20' SIDE: 8' REAR: 20'

Exclusive Use Of:
PAUL NOTINE
ALLYSON H LUCASH-NOTINE

James L Clements Digitally signed by James L Clements Date: 2025.10.22 16:04:39 -04'00'

JAMES L. CLEMENTS LICENSE NUMBER No. 6667 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Job No. 2023-424 Drawn By JAY/JMD

Boundary 01-05-2024 FB 304 PG 66-67 Other:
Foundation FB PG Plot Plan: 06-03-2025
Final FB PG Revision: 02-27-2024
Update FB PG Revision: 09-22-2025
Update FB PG Revision: 10-02-2025

CERTIFICATION OF SURVEYOR

BY: James L Clements
JAMES L. CLEMENTS, P.S.M. # 4091
Licensed Business No. 6667
DATE OF CERTIFICATION 02-27-2024

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

LEGEND

(M)=Measured (P)=Plat (D)=Deed (R)=Radial P.T.=Point of Tangent P.C.=Point Of Curve ⊕=Iron Rod Found(IRF)
○=Iron Rod Set(IRS)#6667 ●=Iron Pipe Found (IPF) POC=Point of Compound Curve ~~=Water Flow PRC=Point of Reverse Curve
TBM=Temporary Bench Mark POB=Point Of Beginning CMF=Concrete Monument Found ○ =Proposed Elevation POC=Point Of Commencement
CMS=Concrete Monument Set #6667 R/W=Right Of Way PRM=Permanent Reference Monument F.N.D.=Found Nail & Disk 0.00'=Existing Elevation

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
January 14, 2026

Staff Report

Resolution: 26-01
Case Number: PLN-MAJ-25-0001
Applicant: Ric Selitto (agent)
Owner: Paul Notine (owner)
Address: 3901 5th Ave NE
Parcel ID No: 1042800359
Current Zoning: R-1 (Low Density – Single Family)
Future Land Use: RESLOW (Low Density Residential)
Flood Zone: AE

Surrounding Property Zoning:

Current Zoning: North: Manatee County
South: R-1 (Low Density – Single Family)
East: R-1 (Low Density – Single Family)
West: Manatee County

Future Land Use: North: Manatee County
South: RESLOW (Low Density Residential)
East: RESLOW (Low Density Residential)
West: Manatee County

REQUEST:

Ric Selitto (agent) for Paul Notine (owner) has submitted for a Major Planned Development Project (PDP) Amendment that will only affect property located at 3901 5th Avenue NE, where a new residence is proposed to be constructed.

The subject property is approximately .2100 acres in size and is the first property located within the Bella Sole community located on 5th Avenue NE, setting the zoning as R-1 (Single-Family Residential) for it and the rest of the neighborhood.

The applicant is proposing an amendment that would allow their property at 3901 5th Avenue NE be exempt from a fire suppression requirement that was

placed on every property within the Bella Sole PDP as part of a Major PDP Amendment; approved by City Council on August 13, 2008 (Case MA.08.0022).

The subject PDP amendment increased the number of lots from 18 to 37 within the development by splitting several lots in half, increasing the overall density and causing the residences to be closer together than originally proposed.

Unlike other properties within the development, this lot was not split so it maintains a lot width of approximately 77 feet, whereas others range from approximately 40 to 45 feet in width (excluding lots in the cul-de-sac which are narrower at the street frontage and wider towards the lots rear).

Based on the meeting recording, concerns were expressed about the close proximity of the residences to each other and the unique challenges the gatehouse gate posed to fire rescue. This resulted in a stipulation to be added to the entire development project, requiring fire suppression devices to be installed in every residence. Development has proceeded under this stipulation since that amendment.

In 2012, a Major PDP Amendment application (MA.12.0031) was filed by Medallion Camlin Prestige Homes, Inc. to have the fire suppression requirement lifted. On June 13, 2012, City Council approved the subject Major PDP Amendment application affirming that interior fire sprinklers shall be required in all residences, while exterior window fire sprinklers shall not be required. In addition, Council approved a reduction in landscaping between structures to reduce restrictions to Fire Department access.

The subject parcel is a vacant property adjacent to the entry gate. Is has an unusual configuration compared to the other properties in the development in that is it wider and shallow by comparison. On August 20th, 2025, the applicant and property owners appeared before the Planning Commission regarding application PLN-VAR-25-0003, requesting and being granted a variance that reduced their front setback from 15 feet to 13 feet. At the time of the meeting, it was mentioned by a Commission member that there is a stipulation set on that land that any new construction is required to have sprinklers installed. The applicant is seeking to have that stipulation waived just for their parcel, activating clause ii of code section 3.4.1.7. Since this is not a dimensional requirement, they are not able to request a variance to this requirement.

LAND USE REGULATIONS:

3.4.1.7 *Amendment to PDP*. An amendment to an approved PDP requires the resubmission of a preliminary plan for review by the planning commission, and reapproval by the city council as for the original project, except when the amendment is a minor amendment, per subsection a. below. Minor amendments may be approved as per subsection b., below. Fees for major and minor amendments are set forth in appendix A.

a. *Major amendment.* The applicant shall supply the PCD director with an amended site plan or other information sufficient to determine the magnitude of the amendment, and to evaluate the amendment in relation to the criteria below. Major amendments approved by city council require the submission of an amended final plan for review by the PCD director, who may require any other provisions of these LURs found to be applicable, to be included as part of the amended final plan. A Mylar drawing of the entire project as amended shall be submitted with all information as required by subsection 3.4.1.4.b. The PCD director shall find the amendment to be a major amendment if any of the following criteria is applicable:
    i. Floor area (excluding recreational facilities) is increased 20 percent or more.
    ii. The amendment is in conflict with any of the stipulations of the original approval or commitment made by the applicant during the public hearing process for the original approval.
    iii. An accessory structure is proposed which is not consistent with section [chapter] 5.0.
    iv. The amendment reduces buffer area or landscaping materials as most recently approved.
    v. The amendment involves the construction or significant alteration of public facilities.
    vi. The amendment significantly increases the impact on public facilities requiring concurrency review.
    vii. The amendment otherwise alters the project in a manner which the PCD director finds to be significant.
    viii. The conditions of the original approval have not been met, or the project is in violation of any city codes.
    ix. Traffic circulation or access points are significantly altered.

STAFF COMMENTS:

Since there are no review criteria to consider as this is a modification to a stipulation, City Council is encouraged to evaluate the request based on the

provided history of the property, as well as input from staff, the applicant, and the public.

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Letter of Request

EXHIBIT "D": City Council Meeting Minutes: August 13, 2008

EXHIBIT "E": City Council Meeting Minutes: June 13, 2012

EXHIBIT "A"
Location Map



PLN-VAR-25-0003 - Setback Variance
owner: Paul Notine
3901 5th Avenue NE
PID 1042800359

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA
Bradenton Department of Planning and Community Development

Location
0 20 40 60
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT "B"
Future Land Use Map

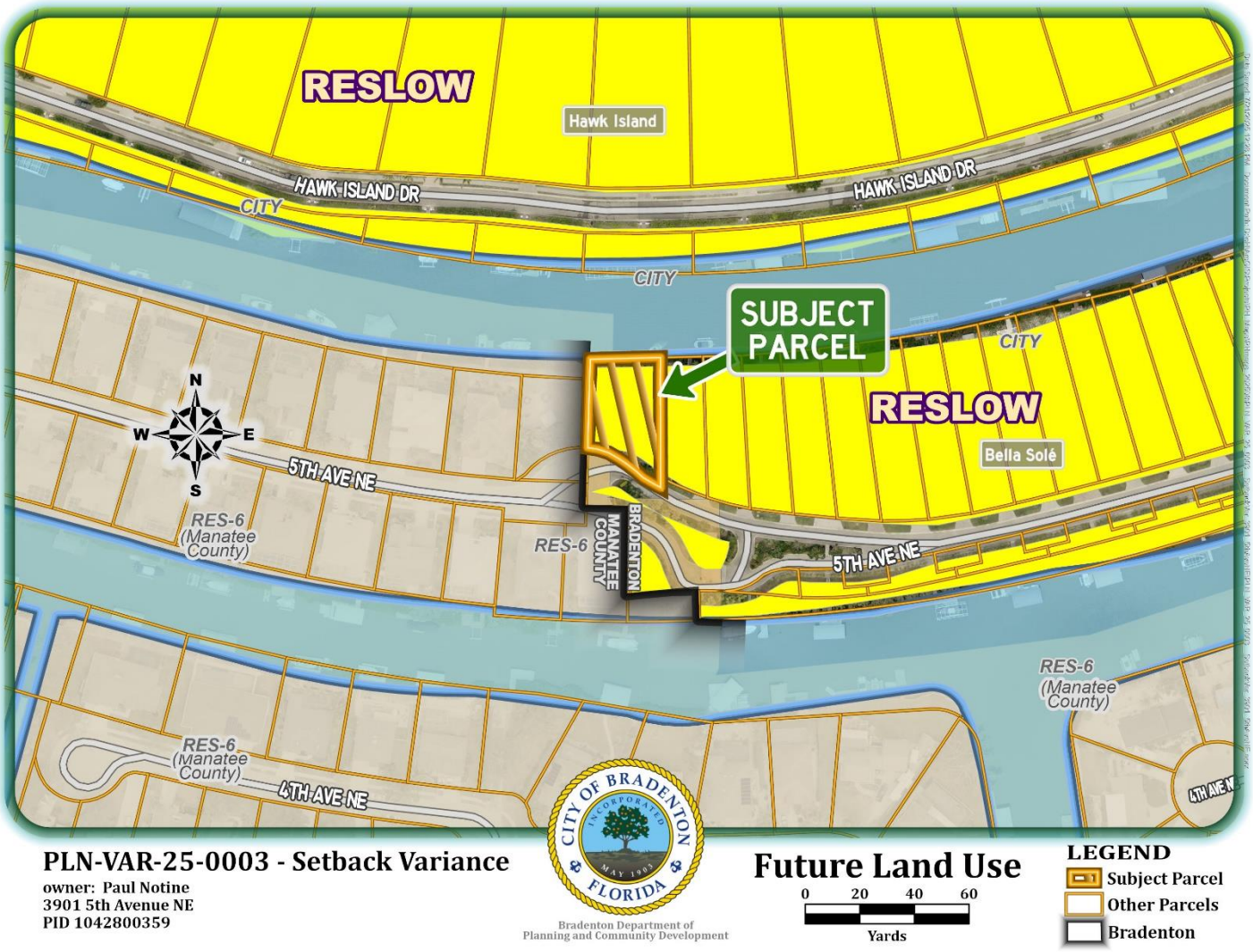


EXHIBIT "C"
Letter of Request

Team Builders SRQ
"Building with Integrity and Imagination"

2024 Princeton St, Sarasota Fl 34237
Austin Maginnis State Certified General Contractor Lic # CGC1534568
Ric Selitto State Certified Builder Lic # CBC017968 (active since 1980)

City Council of Bradenton

A proposal request to exempt the subject property, lot address 3901 5th Ave. N.E. in Bradenton to have installed a fire suppression system in a new soon-to-be built custom home only because the lot is considered a part of the Belle Sole Community, a planned Development located at 4001 5th Ave N.W. Bradenton. This condition was placed upon the Belle Sole community to procure the approval for the developer to increase the amount of lots in that community effectively building the new homes closer together. A PDP Amendment MA.08.0022 Ward 4 Neighborhood20.03/RS was approved on September 9th, 2008, with an added stipulation *"the individual residences are to include sprinkler systems in accordance with City requirements".*

In the City Council Meeting of August 13, 2008, after much discussion amongst the council members, this stipulation was imposed on the new development because of the close proximity of the homes to be built with a minimum side setback of 8' and other conditions such as the narrow street, the location of the entrance and exit gate, and the proposed small Cul de sac at the end of the street that was mentioned would be an issue with emergency vehicles.

These conditions do not exist at 3901 5th Ave. NW.

In fact, the lot is:

1) Not inside the gated entrance but in front of the gate.
2) The lot fronts a quite large Cul de sac allowing for easy maneuvering of emergency vehicles.
3) The proximity to the contiguous homes located on either side of this lot do not match the conditions of the reason for the stipulation. The space between the closest built home to the East of the lot is at least 35', considering there is a 20' wide dedicated easement between these two homesites, and the home to the west of this lot is 95' away from the subject lot.
4) There are two readily accessible fire hydrants also within proximity to this lot. There is one 325' west and another 135' to the east.

In summary, the conditions that precipitated the stipulation for the Belle Sole Community do not exist on this lot, even as the property is considered a part of the community, **but this lot is an anomaly to the community and there is no logical reason this lot should be required to comply with this stipulation**.

The Owners are requesting that the City Council would approve this exemption request.

We have prepared four exhibits attached to this proposal to help the City Council members come to a positive decision.

EXHIBIT "D"
Meeting Minutes – August 13, 2008

Lengthy discussion: That the deed violations was a private matter and could take years to resolve. That the original plat of 44 lots still existed and was never replatted and theoretically could be developed as 44 lots.

The public hearing was closed.

Tim Polk gave the Planning and Community Development staff report with the staff recommendation for approval with six (6) stipulations as follows:

1. The combined side yard setback of adjacent lots shall be no less than sixteen feet (16') in the front, excluding the portico, and shall be no less than twelve feet (12') in the rear.

2. Prior to construction, the Applicant would provide the office of Planning and Community Development with photographs of the intersection conditions at 39th Street and 2nd Drive Northeast, at 36th Street and 2nd Drive Northeast, and at 36th Street and Canal Pointe Drive. In the event that real or personal property at these intersections was damaged by the applicant or any of applicant's contractors, subcontractors, suppliers or other authorized agents, applicant shall repair such damage in a timely manner. Applicant reserved the right to require reasonable proof that such damage was caused by the above parties.

3. In the event the City determined that the entrance roadways eastbound into Bella Sole' would not accommodate governmental emergency, utility and solid waste vehicles, the applicant shall work with the City to design reasonably appropriate traffic control measures so that such vehicles may access Bella Sole' utilizing the westbound (outbound) traffic lane. The intent of the traffic control measures was to minimize conflicts between inbound and outbound vehicles utilizing the same roadway.

4. Hours of construction activities shall be limited to 7 AM to 6 PM Monday through Friday, and 8 AM to 5 PM on Saturday. Construction activities were prohibited on Sunday. Construction activities shall include idling of supplier and delivery vehicles that may arrive prior to and after these times.

5. The individual residences are to include sprinkler systems in accordance with City requirements. As such, applicant agrees to include a provision within the Homeowner Association documents for Bella Sole' stating that, in the event an individual owner fails to pay their water utility bill, the City may bill the Homeowner Association to ensure that such water service will continue without interruption to assure continuous fire protection. However, the Homeowner Association shall not be responsible for taking any measures whatsoever to assure payment of water utility bills by any individual owner and shall only be responsible for payments billed to the Homeowner Association by the City of the above events occur. Such billing by the City shall only occur after the City has taken reasonable steps to require that the individual owner pays the water utility bill directly to the City.

6. Lot 135C shall have a twenty foot (20') waterfront setback.

The Planning Commission recommended the same six stipulations and one additional stipulation as follows:

7. Identical elevations would not be located side by side.

MOTION TO APPROVE MA.08.0022 with the recommendations made by the Planning and Community Development staff and Planning Commission with seven (7) stipulations was made by Councilman Smith, seconded by Vice Mayor and Councilman Gallo and carried 5-0 for approval.

EXHIBIT "E"
Meeting Minutes – June 13, 2012

BUSINESS/ADVERTISING, PETITIONS, HEARINGS AND COMMUNICATIONS

MA.12.0031 WARD 4 NEIGHBORHOOD 20.03 BMW PUBLIC HEARING

Request of Peter Logan, agent, for Medallion Camlin Prestige Homes, Inc., owner, for a Major Amendment to the Harbour Walk (Riverdale Revised) Planned Development Project to remove previously approved stipulations regarding individual fire protection systems and identical façade elevations, as well as a new stipulation regarding banner signage for the Bella Sole subdivision located at 4001 5th Avenue NE (PDP Zoning).

The Public Hearing was opened to those in favor. None came forward.
The Public Hearing was opened to those in opposition. None came forward. The public hearing was closed.

Tim Polk, Planning and Community Development Director, gave the Staff and Planning Commission reports recommending approval with the following stipulations:

STAFF RECOMMENDATION (Updated May 17, 2012): APPROVAL with the following stipulations:

1. **Pertaining exclusively to development within the Bella Sole community, interior fire sprinklers in each individual residence shall be required. Exterior window fire sprinklers shall not be required.**

2. **Pertaining exclusively to development within the Bella Sole community, applicant shall minimize landscaping between residential structures to reduce restrictions to Fire Department access.**

PLANNING COMMISSION RECOMMENDATION (April 18, 2012):

1. **Request to modify MA.08.0022 Stipulation #5 as it pertains to the requirement for individual sprinklers systems: CONTINUE to May 16, 2012 Planning Commission hearing.**

2. ~~**Request of an additional stipulation to MA.08.0022 to permit a single banner sign at the northeastern corner of Bella Sole and of Riverdale:**~~ (Applicant withdrew this request during the April 18, 2012 Planning Commission hearing.)

Discussion: The applicant had formerly made three requests, but had withdrawn two: the elevations of the buildings and the banner sign. The requirement for outdoor sprinklers had also been removed because spacing between buildings had been increased from 10' to 12' and landscaping had been removed.

MOTION TO APPROVE MA.12.0031 WARD 4 NEIGHBORHOOD 20.03 BMW with two stipulations was made by Councilman Smith, seconded by Councilman Byrd, and APPROVED 4:0 with Councilwoman Barnebey abstaining from voting due to a conflict.

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

Carl Callahan, City Clerk & Treasurer/Chief of Staff – Police Department Pension Update

The LeRoy Collins Institute had recently released a report on the state of pension funds in the state of Florida which had caused concern about the state of our funds. Mr. Callahan explained that the Police Pension fund was actuarially sound and 79% funded. It had formerly been 82% funded according to the last institute report, but had dropped due to poor returns on investments. It was still considered a very healthy plan. The city has always funded 100% of the plan and had never taken a holiday as some municipalities had done. The core benefits that are being offered are virtually the same as they were in 1998-1999. The changed market and salary rates have made it necessary to fund the plan via greater employee contributions. The numbers in the Collins Institute report had combined OPEB (Other Post Employee Benefits) figures with pension figures resulting in unnecessarily negative numbers which presented a distorted picture.

Going forward, the challenge is ongoing as to how best to negotiate the funding of the pension plan, and all options will be reviewed.

PLN-MAJ-25-0001

Menu Reports Help

File Date: 12/12/2025

Application Status: Scheduled-City Council

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: A request for exemption to stipulation of Amendment MA.08.0022

Application Type: Major Planned Development Project Amendment

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Docum
3901 5th Ave NW Exhibi...	PLANNING	Other	Exhibit 1/ History ...	application/pdf	Uploaded	12/12/2
3901 5th Ave NW Exhibi...	PLANNING	Other	Exhibit 2 Answer t...	application/pdf	Uploaded	12/12/2
3901 5th Ave NW Exhibi...	PLANNING	Other	HOA denoted respons...	application/pdf	Uploaded	12/12/2
3901 5th Ave NW Exhibi...	PLANNING	Other	History 2 aerial si...	application/pdf	Uploaded	12/12/2
Request to exempt 3901...	PLANNING	Pre-Application...	A Narrative of expl...	application/pdf	Uploaded	12/12/2
Notarized Agent Author...	PLANNING	Other	Signed and Notarize...	application/pdf	Uploaded	12/12/2

Show all

Address: 3901 5TH Ave NE, BRADENTON, FL 34208

Owner Name: NOTINE PAUL

Owner Address: 6907 47TH CT E, ELLENTON, FL 34222

Parcel No: 1042800359

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Ric Selitto	Team Builders SRQ	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $1,870.00

Total Fee Invoiced: $1,870.00

Balance: $1,870.00

Custom Fields:

PLANNED DEVELOPMENT

PDP Name

MA.08.0022

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Brandon Wink	Ready for Pr...	12/16/2025	Greg DeLong
Case Manager	Brandon Wink	Ready for Re...	12/16/2025	Greg DeLong
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review	Brandon Wink	Pass	12/16/2025	Greg DeLong
Review Consolidation	Brandon Wink	Scheduled fo...	12/16/2025	Greg DeLong
DRC				
Planning Commission	Brandon Wink	Scheduled fo...	12/16/2025	Greg DeLong
City Council #1	Brandon Wink	Scheduled fo...	12/16/2025	Greg DeLong
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 3901 5th Ave N.E., Bradenton FL 34208

I, Paul and Alyson Lucash-Notine, the registered property owner(s) of the above noted property, do hereby authorize

Ric Selitto — Print Name of Agent

Team Builders SRQ — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

Signature of Owner(s)

6907 47th Ct. E. Ellenton FL 34222 917-647-1460
Owner(s) Address (if different than property above)

Signature of Agent

2024 Princeton St. Sarasota FL 34237 941-713-0821
Agent Address and Phone

AGENT AUTHORIZATION — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 12th day of December 2025, produced Florida Drivers License Exp. 07/15/2030 Florida Drivers License Exp. 01/29/2031 respectively, as identification and who did (did not) take an oath:

Signature

Sabrina St. John, Notary Public
Print Name

SABRINA ST JOHN
Notary Public - State of Florida
Commission # HH 475951
My Comm. Expires Dec 26, 2027

State of Florida
My Commission Expires: December 26, 2027

NOTARY — REQUIRED

Team Builders SRQ

"Building with Integrity and Imagination"

2024 Princeton St, Sarasota Fl 34237
Austin Maginnis State Certified General Contractor Lic # CGC1534568
Ric Selitto State Certified Builder Lic # CBC017968 (active since 1980)

City Council of Bradenton

A proposal request to exempt the subject property, lot address 3901 5th Ave. N.E. in Bradenton to have installed a fire suppression system in a new soon-to-be built custom home only because the lot is considered a part of the Belle Sole Community, a planned Development located at 4001 5th Ave N.W. Bradenton. This condition was placed upon the Belle Sole community to procure the approval for the developer to increase the amount of lots in that community effectively building the new homes closer together. A PDP Amendment MA.08.0022 Ward 4 Neighborhood20.03/RS was approved on September 9th, 2008, with an added stipulation *"the individual residences are to include sprinkler systems in accordance with City requirements".*

In the City Council Meeting of August 13, 2008, after much discussion amongst the council members, this stipulation was imposed on the new development because of the close proximity of the homes to be built with a minimum side setback of 8' and other conditions such as the narrow street, the location of the entrance and exit gate, and the proposed small Cul de sac at the end of the street that was mentioned would be an issue with emergency vehicles.

These conditions do not exist at 3901 5th Ave. NW.

In fact, the lot is:

1) Not inside the gated entrance but in front of the gate.
2) The lot fronts a quite large Cul de sac allowing for easy maneuvering of emergency vehicles.
3) The proximity to the contiguous homes located on either side of this lot do not match the conditions of the reason for the stipulation. The space between the closest built home to the East of the lot is at least 35', considering there is a 20' wide dedicated easement between these two homesites, and the home to the west of this lot is 95' away from the subject lot.
4) There are two readily accessible fire hydrants also within proximity to this lot. There is one 325' west and another 135' to the east.

In summary, the conditions that precipitated the stipulation for the Belle Sole Community do not exist on this lot, even as the property is considered a part of the community, **but this lot is an anomaly to the community and there is no logical reason this lot should be required to comply with this stipulation**.

The Owners are requesting that the City Council would approve this exemption request.

We have prepared four exhibits attached to this proposal to help the City Council members come to a positive decision.

Page 1

Exhibit 1, Page 1
2 Pages

APPROVED BY
September 10, 2008
CITY COUNCIL

CITY COUNCIL MEETING
August 13, 2008

The City of Bradenton City Council met in regular session in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida on August 13, 2008 at 8:30 a.m.

Present: Mayor Wayne Poston; Vice Mayor and Councilman Ward I Gene Gallo; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Patrick Roff; Councilman Ward IV Bemis Smith and Councilman Ward V Harold E. Byrd, Jr.

City Officials: Carl Callahan, City Clerk and Treasurer; Claude Tankersley, Public Works Director; William Lisch, City Attorney; Mark Souders, Fire Chief; Michael Radzilowski, Police Chief; Tim Polk, Department of Planning and Community Development Director; Staci Cross, Information Technology Director, and Carolyn Moore, Human Resources Director.

Press: The Herald.

The meeting was called to order by Mayor Poston.
Invocation was led by Reverend Bruce Quackenbush, Living Water Christian Church.
Pledge of Allegiance was led by Mayor Poston.

PROCLAMATIONS

TRIBUTE TO HEROES DAY PROCLAMATION–SEPTEMBER 11, 2008

Chief Souders accepted the proclamation and announced that the Tribute to Heroes Memorial Service would be held Thursday, September 11th at 9:00 – 10:00 am at the Emergency Services Memorial in Rossi Park with a luncheon to follow at 11:30 am – 1:30 pm in the Bradenton Municipal Auditorium to honor those who lost their lives on September 11, 2001 in the attack on the World Trade Center. He stated the guest speaker this year would be Al Fuentes, retired, FDNY.

UNITED WAY DAY PROCLAMATION–SEPTEMBER 2, 2008

PRESENTATIONS

BRADENTON FIRE DEPARTMENT

Firefighter Donald Wendt – Recipient of a Bronze Star Metal

Mayor Poston and Chief Souders presented to Firefighter Donald Wendt the distinguished Bronze Star Medal for his heroic bravery during an IED explosion while serving our country in Operation Iraqi Freedom. On behalf of the City and Fire Department, Chief Souders also presented him with the Medal of Honor for distinguished service for performing acts of heroism which were directly or not directly fire-related and the Citation of Military Service award for his service to his country.

SUMMER YOUTH PROGRAM RECOGNITION

Lesa Ramos, Manager of the Housing and Community Development Department, along with **Mary Werley**, Administrative Assistant presented Certificate of Appreciation awards to the students who had participated in this year's Summer Youth Program.

Mr. Callahan administered the oath to any individuals who wished to speak on any non-agenda items and during the public hearings.

CITIZEN COMMENTS

Lee Martin, Rotary Club of West Bradenton stated he would be glad to answer any questions the Council may have relating to this years 22nd Annual Taste of Manatee event.

EXIBET I
PAGE 2

Lengthy discussion: That the deed violations was a private matter and could take years to resolve. That the original plat of 44 lots still existed and was never replatted and theoretically could be developed as 44 lots.

The public hearing was closed.

Tim Polk gave the Planning and Community Development staff report with the staff recommendation for approval with six (6) stipulations as follows:

1. The combined side yard setback of adjacent lots shall be no less than sixteen feet (16') in the front, excluding the portico, and shall be no less than twelve feet (12') in the rear.

2. Prior to construction, the Applicant would provide the office of Planning and Community Development with photographs of the intersection conditions at 39th Street and 2nd Drive Northeast, at 36th Street and 2nd Drive Northeast, and at 36th Street and Canal Pointe Drive. In the event that real or personal property at these intersections was damaged by the applicant or any of applicant's contractors, subcontractors, suppliers or other authorized agents, applicant shall repair such damage in a timely manner. Applicant reserved the right to require reasonable proof that such damage was caused by the above parties.

3. In the event the City determined that the entrance roadways eastbound into Bella Sole' would not accommodate governmental emergency, utility and solid waste vehicles, the applicant shall work with the City to design reasonably appropriate traffic control measures so that such vehicles may access Bella Sole' utilizing the westbound (outbound) traffic lane. The intent of the traffic control measures was to minimize conflicts between inbound and outbound vehicles utilizing the same roadway.

4. Hours of construction activities shall be limited to 7 AM to 6 PM Monday through Friday, and 8 AM to 5 PM on Saturday. Construction activities were prohibited on Sunday. Construction activities shall include idling of supplier and delivery vehicles that may arrive prior to and after these times.

5. The individual residences are to include sprinkler systems in accordance with City requirements. As such, applicant agrees to include a provision within the Homeowner Association documents for Bella Sole' stating that, in the event an individual owner fails to pay their water utility bill, the City may bill the Homeowner Association to ensure that such water service will continue without interruption to assure continuous fire protection. However, the Homeowner Association shall not be responsible for taking any measures whatsoever to assure payment of water utility bills by any individual owner and shall only be responsible for payments billed to the Homeowner Association by the City of the above events occur. Such billing by the City shall only occur after the City has taken reasonable steps to require that the individual owner pays the water utility bill directly to the City.

6. Lot 135C shall have a twenty foot (20') waterfront setback.

The Planning Commission recommended the same six stipulations and one additional stipulation as follows:

7. Identical elevations would not be located side by side.

MOTION TO APPROVE MA.08.0022 with the recommendations made by the Planning and Community Development staff and Planning Commission with seven (7) stipulations was made by Councilman Smith, seconded by Vice Mayor and Councilman Gallo and carried 5-0 for approval.

On Oct 9, 2025, at 7:23 AM, Christopher Melser <chris.melser@bradentonfl.gov> wrote:

Exhibit 2, Page 1 of 6

Just an FYI, they are not the only ones that make this decision. If you want this considered, I need a plan showing all separations from the other structures, access, and an explanation why you feel the sprinkler is not needed.

Next, this is not just on the city; this is part of your rules for the property, so I believe we may need something from the HOA, stating they agree or do not.

Chris Melser
Fire Marshal/Investigator, CFEI
Phone: 941-932-9627 Cell: 941-290-9327
Christopher.Melser@BradentonFL.gov

<image001.jpg>
City of Bradenton Fire Department
1010 9th Avenue West
Bradenton, FL 34205
www.BradentonFireDepartment.org

We welcome and encourage your feedback on our service via our customer service survey.

THE INTENT OF THE PROVISION TO INSTALL FIRE SUPPRESSION SYSTEM IN THE BELLE SOLE COMMUNITY WAS TO SATISFY THE COUDITIONS OF:

1) THE CLOSE PROXIMITY OF THE CONSTRUCTED HOMES
2) THE NARROW STREET AND SPECIAL REQUIREMENT OF ACCESS TO THE COMMUNITY FOR EMERGENCY VEHICLES

IN CONSIDERATION of the HOMEOWNER'S REQUEST for this EXEMPTION:

1. THE Subject LOT DOES NOT RESIDE INSIDE the COMMUNITY GATE.
2. THERE IS AN OVERSIZED PAVEMENT (ROADWAY) IN FRONT OF THE Subject LOT
3. THE CLOSEST CONSTRUCTED HOUSE (EAST) IS APPROXIMATELY 39' +/- FROM THE PROPOSED NEW HOME (to be built.)
4. THE LOT IS AN ANOMOLY of the BELL SOLE COMMUNITY in whole, AND AS it DOES NOT MEET the ORIGINAL INTENT OF THE REQUIRED STIPULATIONS OF THE AMENDMENT it Should NOT be Subject to the STATED STIPULATIONS REQUIRING a FIRE PREVENTION SYSTEM

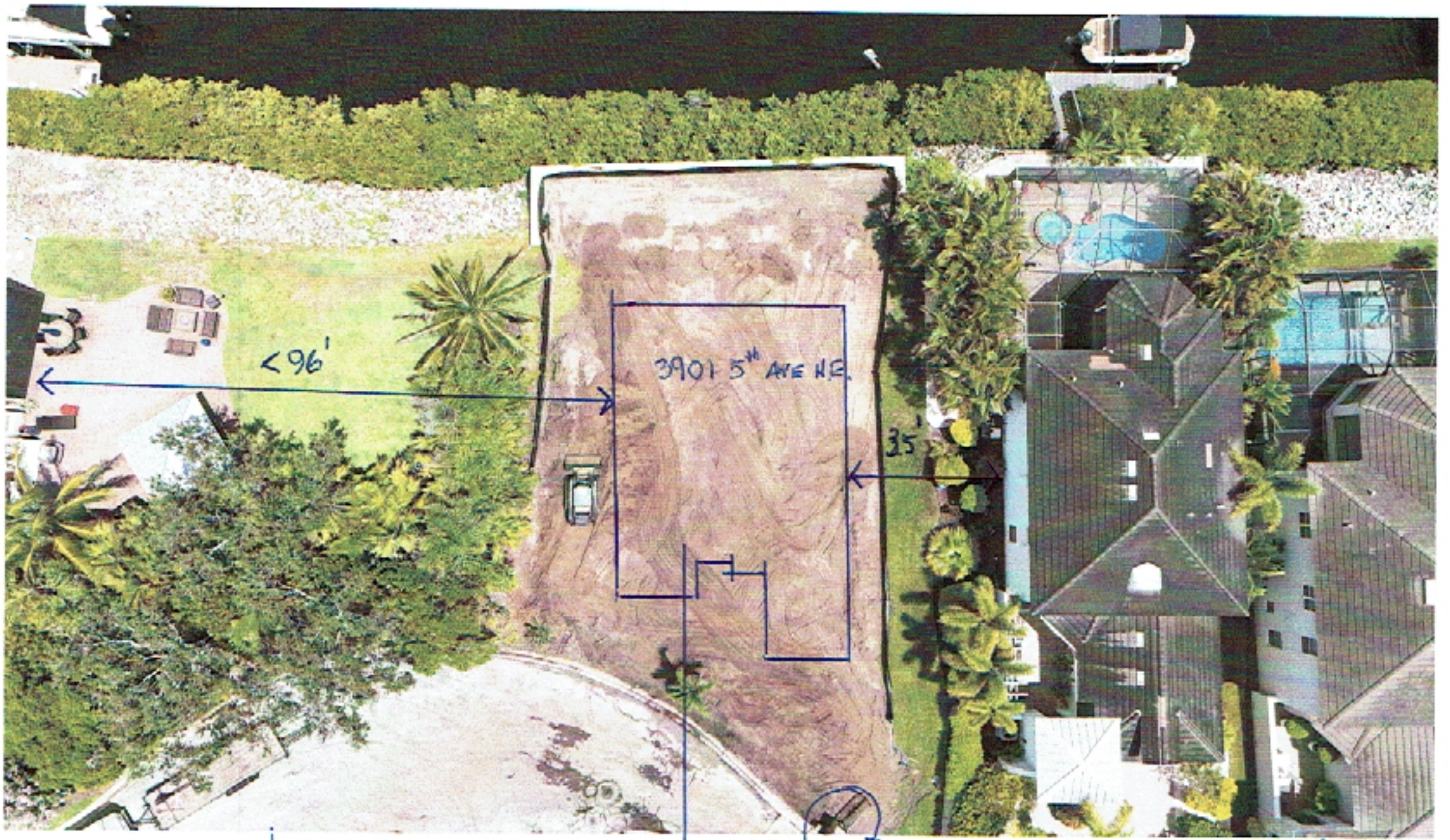


FIRE HYDRANT IS LESS THAN 300' WEST OF SUBJECT PROPERTY

FIRE HYDRANT IS LESS THAN 270' FROM SUBJECT PROPERTY

3901 5th AVE N.E
SUBJECT PROPERTY

EXHIBIT 2 PAGE 2



THIS PROPERTY IS ON 2 LOTS RIVERDALE COMMUNITY

NOTE: LOCATION OF THE GATED ENTRANCE TO BELLE SOLE (TO REMAIN)

THIS LOT HAS A 20' EASEMENT PLUS ADDITIONAL 5' EASEMENT EACH SIDE OF THE 20' EASEMENT

THE HOUSE EAST OF the SUBJECT PROPERTY IS 35' AWAY FROM THE PROPOSED NEW HOME To be built

TYPICAL of ALL HOMES IN THE BELLE SOLE COMMUNITY

MAX 8' - SETBACKS

Exhibit 2, PAGE 3



Exibit 2, PAGE 4



EXISTING HOME (EAST)

EXHIBIT 2 PAGE 5



3901 5th Ave. N.E.

Exibit 2, Page 6

HOA Responsibilities
The HOA is not required to install fire suppression systems in individual homes.
It may be financially responsible for keeping those systems operational if an owner defaults on water payments.

The HOA can recover those costs via Special Assessments.

Insurance Implications
The HOA must maintain fire and casualty insurance for Association Property.
Individual owners are responsible for insuring their own homes against fire and other hazards.

Interpretation
While the Declaration doesn't impose a blanket requirement for fire suppression systems, it implies their presence.
So if you're building in Bella Sole', you may need to check local building codes or permits.

Stipulation 5 from the City of Bradenton's approval (MA.08.0022), which implies that fire protection systems are expected to be installed in parcel structures.

What Stipulation 5 Says (as referenced in the Declaration)
The Declaration for Bella Sole' cites Stipulation 5 directly in Section 5.05 – Special Assessments, and here's the essence of it:

"Stipulation 5 states that the City of Bradenton may bill the Association for outstanding water utility charges assessed by the City against any Owner in order to assure continuous operation of fire protection systems installed on the structures located on the Parcels."

What This Implies
If a homeowner fails to pay their water bill, the City may charge the HOA instead to keep the fire protection system running.
The HOA is then allowed to recover that cost from the homeowner via a Special

Exibit 3, page 2

Assessment.

Important Clarification
The Declaration makes it clear that the HOA is not obligated to intervene unless it chooses to.
The HOA is not responsible for ensuring that fire protection systems are installed or maintained in individual homes—only for paying the bill if the City demands it to maintain public safety.

Exibit 3 page 3

From: Mark Owens mark.owens@rtd-international.com
Subject: hoa fire supression
Date: Sep 27, 2025 at 7:56:30 AM
To: Patricia Fitzgerald tresses1212@gmail.com, Paul Notine pnotine@hotmail.com, Allyson Notine alucash@hotmail.com
Cc: Mark Owens mark.owens@rtd-international.com

This is helpful, Patricia. This appears to between the homeowner, builder and city permitting. But, once a system is placed, then there may be some implications to the homeowner should there be any delinquencies on water related services provided by the city which may negatively impact system performance.

Paul/Allyson, see data pull below. Hope this helps, but there does not seem to be a firm standard and/or requirement from the city as we have a few recent homeowners that did not have a requirement to emplace a fire suppression system.

Regards,
Mark

From: Patricia Fitzgerald <tresses1212@gmail.com>
Sent: Thursday, September 25, 2025 10:10 AM
To: Mark Owens <mark.owens@RTD-International.com>
Subject: Fwd: hoa fire supression

Extracted from the Bella Sole regulations by Copilot AI. This should be considered separately to any requirements by Bradenton City or Manatee County as appropriate. This is not a legal opinion - just a summary of what is in the HOA documents. You will need to verify any or all of this information with the appropriate authorities.

Fire Suppression System Requirements in Bella Sole'.

Individual Parcels
Not explicitly required in all homes: The Declaration does not state that every dwelling must have a fire suppression system (e.g., sprinklers or alarms).
However, it references Stipulation 5 from the City of Bradenton's approval (MA.08.0022), which implies that fire protection systems are expected to be installed in parcel structures.

If a parcel owner fails to pay their water utility bill, the City may bill the HOA to ensure continuous operation of fire protection systems.

Exhibit 4 Page 1 of 4

lot will have a dock on the opposite side of the road. This will prevent unnecessary congestion, as the dock locations will be similar to the vested lot dockage.

Construction traffic is also a concern, and will be addressed by stipulation to protect the existing neighborhoods as much as possible from noise and safety aspects. Until all vacant lots are sold and all the homes built, construction traffic will most likely remain an issue. Construction will occur on this peninsula whether this most recent proposal is approved or not as there are platted lots existing. Staff is aware of the concerns regarding construction traffic, debris, and noise, however, this occurs daily throughout the city and county until a project is complete. Staff will work with the applicant and make every effort to protect the existing residents.

SUMMARY OF OUTSIDE AGENCY/PUBLIC NOTIFICATION RESPONSE: There are several e-mails attached to this report that have been sent by neighboring residents opposing this amendment. The major opposition is the increase from 18 units to 37 units. There is only one entrance road to the subject property, and it routes through the Riverdale Subdivision, an existing built out residential neighborhood. Safety issues are also a major concern, as is construction traffic and noise. Additionally many of the neighbors feel that the developer has not upheld promises made regarding density, dockage and accessibility.

See attached memorandum from the School Board of Manatee County regarding school concurrency.

STAFF RECOMMENDATION: APPROVAL with the following additional stipulations:

1. **Side yard setbacks will be a minimum of eight (8) feet in order to be consistent with City of Bradenton standard residential side yard setbacks as outlined in the Land Use Regulations, Section 402.B.1.**

2. **Prior to construction, the Applicant will provide the office of Planning and Community Development with photographs of the intersection conditions at 39th Street and 2nd Drive NE, at 36th Street and 2nd Drive NE, and at 36th Street and Canal Pointe Drive. In the event that real or personal property at these intersections is damaged by Applicant or any of Applicant's contractors, subcontractors, suppliers or other authorized agents, Applicant shall repair such damage in a timely manner. Applicant reserves the right to require reasonable proof that such damage was caused by the above parties.**

3. **In the event the City determines that the entrance roadways eastbound into Bella Sole' will not accommodate governmental emergency, utility and solid waste vehicles, the Applicant shall work with the City to design reasonably appropriate traffic control measures so that such vehicles may access Bella Sole' utilizing the westbound (outbound) traffic lane. The intent of the traffic control measures are to minimize conflicts between inbound and outbound vehicles utilizing the same roadway.**

4. **Hours of construction activities shall be limited to 7 AM to 6 PM Monday through Friday, and 8 AM to 5 PM on Saturday. Construction activities are prohibited on Sunday. Construction activities shall include idling of supplier and delivery vehicles that may arrive prior to and after these times.**

5. **The individual residences are to include sprinkler systems in accordance with City requirements. As such, applicant agrees to include a provision within the Homeowner Association documents for Bella Sole' stating that, in the event an individual owner fails to pay their water utility bill, the City may bill the Homeowner Association to ensure that such water service will continue without interruption to assure continuous fire protection. However, the Homeowner Association shall not be responsible for taking any measures whatsoever to assure payment of water utility bills by any individual owner and shall only be responsible for payments billed to the Homeowner**

FROM PAGE 36

Exibit 4 page 2



MA-08-0022
STEPHEN THOMPSON, ESQ., AGENT
CAMLIN HOMES CORP., OWNER
4001 5TH AVE NE

City of Bradenton
EXHIBIT H
Prepared By The Department of
Planning & Community Development I

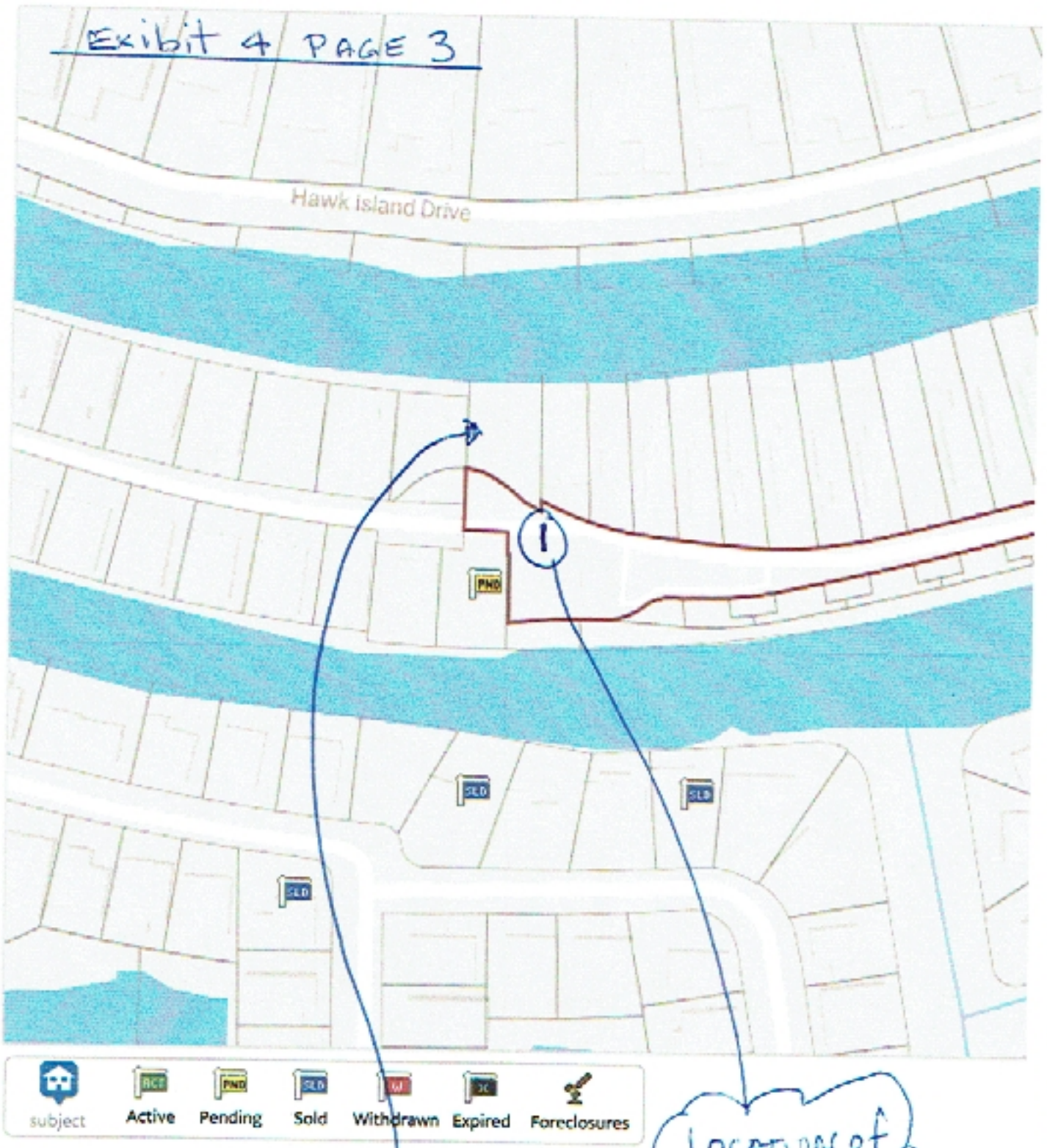
iMAPP - StellarMLS

Manatee County Tax Report - 4001 5TH AVE NE, BRADENTON, FL 34208-0501

PROPERTY INFORMATION

PID # 1044200009
Map # 4C28.2
Property Type: Other/Unclassified
Property Address:
4001 5TH AVE NE
BRADENTON, FL 34208-0501
Current Owner:
BELLA SOLE HOMEWONERS ASSOCIATION INC
Tax Mailing Address:
3890 E STATE ROAD 64 # 101
BRADENTON, FL 34208-9040
Property Use:
0900 / (county)
09 / (state)
Land Use:
0900**Zoning:** BR_R-1,RSF-4.5
Lot Size: 1.7228 acres / 75,045 sf
Waterfront: No
Development Name: RIVER POINT OF MANATEE
Subdivision: RIVERDALE
Subdivision #: 1037800
Census Tract/Block: /
Twn: **Rng:** **Sec:** 08
Block: **Lot:**
Neighborhood: RIVER POINT OF MANATEE ONLY (4025)
Coordinates: 27.5063(lat) -82.5105(lon)
Legal Description:
LYING AND BEING IN SECS 21 & 28 TWN 34 RNG 18, PRIVATEROADPARCEL: COM AT THE SE COR OF LOT 116, BLK A, RIVERDALE,ASUB AS PER PLAT THEREOF REC IN PB 9/76 OF THE

Exhibit 4 PAGE 3



Subject Property
3901 5th Ave N.E

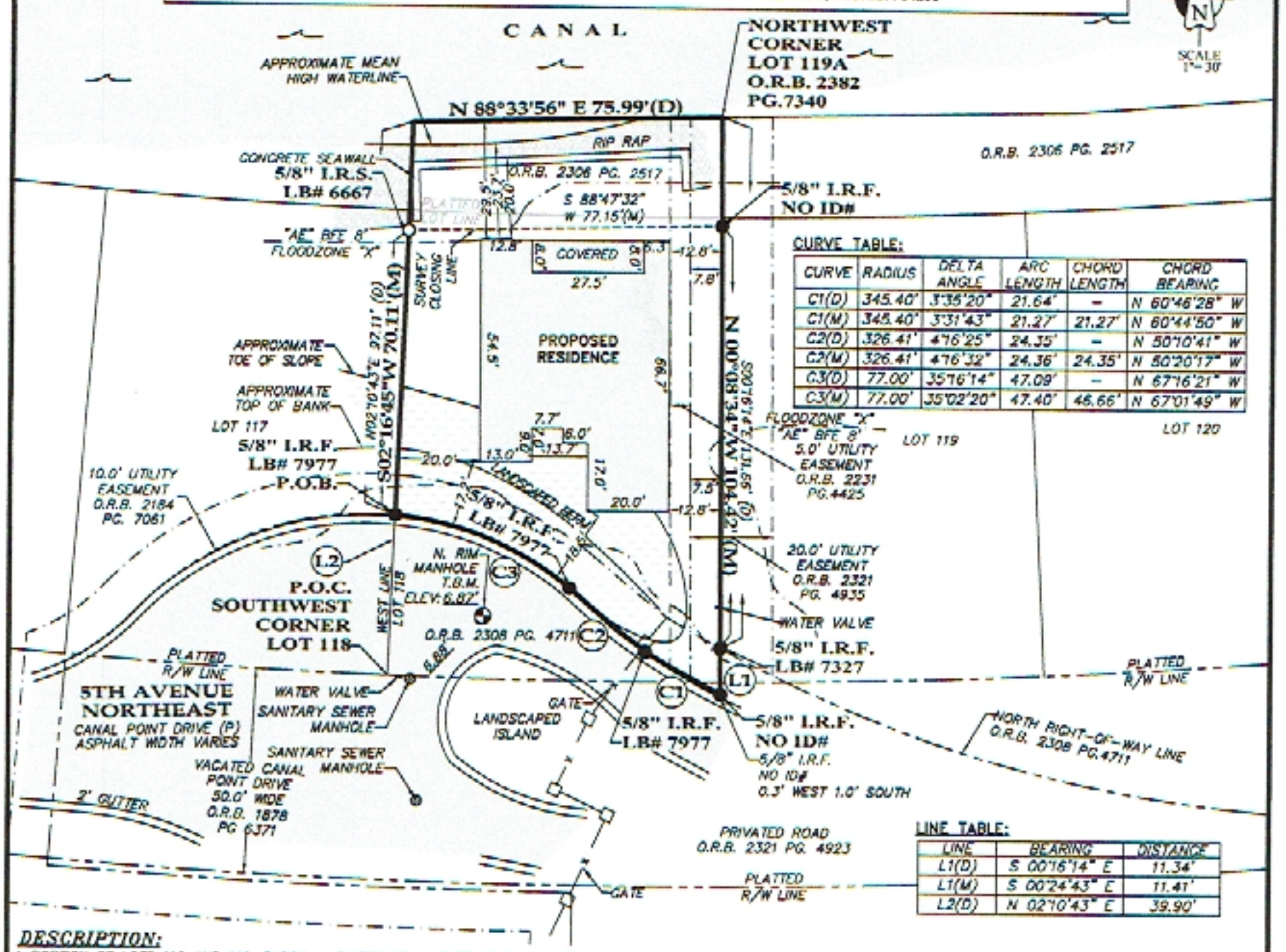
Location of GATE to BELLE SOLE COMMUNITY

Community Address STARTS AS 4001 5th AVE N.E

CLEMENTS SURVEYING, INC.
509 8th Avenue West, Ste. 140
Palmetto, Florida 34221
Phone: 729-6690 Email: office@clements.biz

MEMBER OF:
Florida Society Of Professional Surveyors & Mappers
Manatee County Chamber of Commerce
Manasota Chapter Of Professional Surveyors & Mappers

BOUNDARY SURVEY OF LOT SEE DESCRIPTION HEREIN SUBDIVISION RIVERDALE
SECTION 21 TOWNSHIP 34 SOUTH, RANGE 18 EAST, AS RECORDED IN PLAT BOOK 9 PAGES 76
OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA PARCEL ID # 1042800359 CURRENT ZONING *
PROPERTY ADDRESS: 3901 5TH AVENUE NORTHEAST, BRADENTON, FLORIDA 34208



CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1(D)	345.40'	3°35'20"	21.64'	-	N 60°46'28" W
C1(M)	345.40'	3°31'43"	21.27'	21.27'	N 60°44'50" W
C2(D)	326.41'	4°16'25"	24.35'	-	N 50°10'41" W
C2(M)	326.41'	4°16'32"	24.36'	24.35'	N 50°20'17" W
C3(D)	77.00'	35°16'14"	47.09'	-	N 67°16'21" W
C3(M)	77.00'	35°02'20"	47.40'	46.66'	N 67°01'49" W

LINE TABLE:

LINE	BEARING	DISTANCE
L1(D)	S 00°16'14" E	11.34'
L1(M)	S 00°24'43" E	11.41'
L2(D)	N 02°10'43" E	39.90'

DESCRIPTION:

A PORTION OF LOTS 118 AND 119, BLOCK A, RIVERDALE, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 76 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF CANAL POINT DRIVE VACATED PER CITY OF BRADENTON RESOLUTION NUMBER 03-42, RECORDED IN OFFICIAL RECORDS BOOK 1878, PAGE 6371 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND A PORTION OF THAT CERTAIN PLATTED CANAL VACATED BY CITY OF BRADENTON RESOLUTION NUMBER 09-52, RECORDED IN OFFICIAL RECORDS BOOK 2306, PAGE 2517 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 118, BLOCK A, RIVERDALE; THENCE N.02°10'43"E., ALONG THE WEST LINE OF SAID LOT 118, A DISTANCE OF 39.90 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2308 PAGE 4711 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE N.02°10'43" E ALONG SAID WEST LINE, A DISTANCE OF 97.11 FEET; THENCE N 88°33'56" E A DISTANCE OF 75.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL 119A BELLA SOLE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2382, PAGE 7340, SAID PUBLIC RECORDS; THENCE S.00°16'14" E ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 131.66 FEET TO THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2308 , PAGE 4711, (WIDTH VARIES); THENCE CONTINUE S.00°16'14" E ALONG SAID RIGHT OF WAY, A DISTANCE OF 11.34 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 345.40 FEET, WITH A CHORD BEARING OF N.60°46'28" W ; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°35'20" A DISTANCE OF 21.64 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 326.41 FEET, WITH A CHORD BEARING OF N.50°10'41"W; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°16'25" A DISTANCE OF 24.35 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 77 FEET, WITH A CHORD BEARING OF N.67°16'21" W ; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°02'20" A DISTANCE OF 47.09 FEET TO THE POINT OF BEGINNING; BEING AND LYING IN SECTIONS 21 & 28 TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

NOTES:

BEARINGS ARE BASED ON WESTERLY LOT LINE OF PARCEL ID# 1042800359 BEING S 02°16'45" W (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

PROPERTY LIES WITHIN FLOOD ZONE "AE" & X BASE FLOOD ELEVATION 8', AS PER FLOOD INSURANCE RATE MAP PANEL NO. 12081C0159F, DATED 08-10-2021. (SUBJECT TO VERIFICATION).

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

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

ELEVATIONS SHOWN HEREIN (IF ANY) ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE DERIVED FROM MANATEE COUNTY BENCHMARK "COB 1063" ELEV=7.45'.

SETBACKS PROVIDED AND VERIFIED BY CLIENT AS: FRONT: 20' SIDE: 8' REAR: 20'

Exclusive Use Of:
PAUL NOTINE
ALLYSON H LUCASH-NOTINE

James L Clements
Digitally signed by James L Clements
Date: 2025.10.02 16:04:39 -04'00'

JAMES L. CLEMENTS LICENSE NUMBER No. 6667 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Job No. 2023-424 Drawn By JAY/JMD

Boundary	01-05-2024	FB 304 PG 66-67	Other:	
Foundation		FB PG	Plat Plan:	06-03-2025
Final		FB PG	Revision:	02-27-2024
Update		FB PG	Revision:	09-22-2025
Update		FB PG	Revision:	10-02-2025

CERTIFICATION OF SURVEYOR
BY: James L Clements
JAMES L. CLEMENTS, P.S.M. # 4091
Licensed Business No. 6667
DATE OF CERTIFICATION 02-27-2024

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

- - LEGEND - -

(M)=Measured (P)=Plat (D)=Deed (R)=Radial
O=Iron Rod Set(IRS)#6667 ●=Iron Pipe Found (IPF) ●=Iron Rod Found(IRF)
TBM=Temporary Bench Mark POB=Point Of Beginning P.T.=Point of Tangent P.C.=Point Of Curve PRC=Point of Reverse Curve
CMS=Concrete Monument Set #6667 R/W=Right Of Way POC=Point of Compound Curve ~~~=Water Flow POC=Point Of Commencement
CMF=Concrete Monument Found ○=Proposed Elevation 0.00=Existing Elevation
PRM=Permanent Reference Monument F.N.D.=Found Nail & Disk

Phone: (941) 932-9423
Fax: (941) 932-9534

CITY OF BRADENTON

101 Old Main Street
Bradenton, FL 34205-6258

Department of Planning and Community Development

June 27, 2012

Peter Logan
Medallion Home
2212 58th Avenue East
Bradenton, Florida 34203

Re: Harbour Walk PDP Major Amendment – Bella Sole
MA.12.0031

Dear Mr. Logan:

The City of Bradenton City Council met in public hearing on Wednesday, June 13, 2012 to consider the above-referenced request.

The City Council unanimously approved MA.12.0031 with the following stipulations:

1. **Pertaining exclusively to development within the Bella Sole community, interior fire sprinklers in each individual residence shall be required. Exterior window fire sprinklers shall not be required.**

2. **Pertaining exclusively to development within the Bella Sole community, applicant shall minimize landscaping between residential structures to reduce restrictions to Fire Department access.**

Please feel free to contact me if you have any questions.

Sincerely,

Brady M. Woods
Development Services Manager

EVALUATION AND REPORT
Department of Planning and Community Development

TO: City Council
FROM: Brady M. Woods, Development Services Manager
DATE: April 9, 2012; REVISED May 4, 2012, REVISED June 4, 2012
REQUEST: MA.12.0031 Peter Logan, agent, for Medallion Camlin Prestige Homes, Inc., owner.
WARD: 4

FINDINGS OF FACT

PROJECT OVERVIEW: The applicant is requesting a Major Amendment to a previously amended Planned Development Project in order to modify approved MA.08.0022 Stipulation #5-individual sprinkler systems. **Applicant has withdrawn request to remove MA.08.0022 Stipulation #7-identical elevations, and has withdrawn request to add Stipulation #8-temporary banner signs.**

COMPLETE APPLICATION REMARKS: The application is complete.

ACREAGE: Total 122.2

FLOOD ZONE: AE, and CHHA (Coastal High Hazard Area).

LOCATION OF SUBJECT PROPERTY: The Bella Sole peninsula, 4001 5th Avenue NE, also known as Canal Pointe Drive. The subject property is south of Hawk Island, north of the Riverdale Subdivision, and east of Carlton Arms residential complex. It is also located in Neighborhood 20.03. A legal description is on file.

CHARACTERISTICS OF THE SUBJECT PROPERTY: The subject property is a peninsula with manmade canals on the north and south, which join a canal on the east leading to the Manatee River. A site improvement plan was approved and the infrastructure (utilities and streets) has been installed. There is a private road running along the south portion of the property with a cul-de-sac on the east end.

SURROUNDING GENERALIZED FUTURE LAND USE MAP (GFLUM) DESIGNATIONS:

North: City Residential 6
South: County Res-6
East: City Residential 6
West County Res-6

SURROUNDING LAND USE ATLAS DESIGNATIONS: See attached Zoning Map.

SURROUNDING EXISTING LAND USES:

North: Residential
South: Residential
East: Residential
West: Residential

HISTORY/PREVIOUS ACTION RELEVANT TO APPLICANT'S REQUEST: The subject property was annexed into the City on November 29, 2000. At the time of annexation, there was an existing platted subdivision known as Riverdale, and the attorney for the owner, Nordic of Florida, stated their intent for the property was to develop as it was platted. Although initial city rezoning was intended as

R-1B, a PDP designation was required based on the code. Any property with over 200 linear feet of land below the two-foot contour line requires this designation. It was also annexed with the understanding, and a letter from Manatee County, stating that there were vested rights to the subdivision as platted. Since the annexation and subsequent land use and future land use designations, a PDP was approved that indicated the roads were to be relocated to the south side of Hawk Island and Bella Sole peninsulas, and the lots would be combined to make larger parcels.

Original PDP Stipulations:

1. Fire hydrants will be located as required by the Fire Marshall.
2. All cul-de-sacs will have a 50 foot radius.
3. The developer will work with the Administrative Official to determine tree replacement compensation for those trees requiring removal.
4. The developer will dredge the canals.
5. There will be no decrease in size of the canals.

A PDP Amendment was approved in 2003, which pertained primarily to the land east of the central canal, but included the docking master plan. The following additional stipulations were applied to the approval:

1. The applicant provide a statement and action plan of natural vegetation (specifically mangroves) and shoreline protection (anti-erosion) as part of this approval to be approved by the Department of Development Services within 30 days of the approval date.
2. The applicant provide a statement and action plan of Manatee protection as part of this approval to be approved by the Department of Development Services and the Florida Fish and Wildlife Conservation Commission (FFWCC) prior to the first dock submitted for development permitting.
3. The applicant submit Florida Department of Environmental Protection and Army Corps of Engineers approval for each dock as such approval may be considered under the proposed master dock plan.
4. Each dock will be constructed according to the requirements of the Land Use and Development Regulations except as indicated herein, and require a development permit and applicable fees. Any deviation from this approval or construction proposal, as determined by the Administrative Official, shall require an amendment to the PDP.

A PDP Amendment was approved on August 13, 2008, which allowed for the division of lots resulting in a lot increase from 18 to 37 and proposed dock locations for all lots. The following additional stipulations were applied to the approval:

1. The combined side yard setback of adjacent lots shall be no less than sixteen feet (16') in the front, excluding the portico, and shall be no less than twelve feet (12') in the rear.
2. Prior to construction, the Applicant will provide the office of Planning and Community Development with photographs of the intersection conditions at 39th Street and 2nd Drive NE, at 36th Street and 2nd Drive NE, and at 36th Street and Canal Pointe Drive. In the event that real or personal property at these intersections is damaged by Applicant or any of Applicant's contractors, subcontractors, suppliers or other authorized agents, Applicant shall repair such damage in a timely manner. Applicant reserves the right to require reasonable proof that such damage was caused by the above parties.
3. In the event the City determines that the entrance roadways eastbound into Bella Sole' will not accommodate governmental emergency, utility and solid waste vehicles, the Applicant shall work with the City to design reasonably appropriate traffic control measures so that such vehicles may access Bella Sole' utilizing the westbound (outbound) traffic lane. The intent of the traffic control measures are to minimize conflicts between inbound and outbound vehicles utilizing the same roadway.
4. Hours of construction activities shall be limited to 7 AM to 6 PM Monday through Friday, and 8 AM to 5 PM on Saturday. Construction activities are prohibited on Sunday. Construction

activities shall include idling of supplier and delivery vehicles that may arrive prior to and after these times.

5. The individual residences are to include sprinkler systems in accordance with City requirements. As such, applicant agrees to include a provision within the Homeowner Association documents for Bella Sole' stating that, in the event an individual owner fails to pay their water utility bill, the City may bill the Homeowner Association to ensure that such water service will continue without interruption to assure continuous fire protection. However, the Homeowner Association shall not be responsible for taking any measures whatsoever to assure payment of water utility bills by any individual owner and shall only be responsible for payments billed to the Homeowner Association by the City of the above events occur. Such billing by the City shall only occur after the City has taken reasonable steps to require that the individual owner pays the water utility bill directly to the City.
6. Lot 135C shall have a twenty foot (20') waterfront setback.
7. Identical elevations will not be located side by side.

These stipulations will remain with any future proposals unless specifically deleted through a major PDP amendment.

ANALYSIS

COMPREHENSIVE PLAN CONSISTENCY/IMPLICATIONS:

SPECIAL DISTRICT REGULATIONS: Planned Development Projects are subject to both minimum and increased standards pursuant to Section 3.4.1 of the Land Use Regulations. The Planning Commission and City Council, after determining that all of the requirements for a Planned Development Project have been met, shall approve, approve with condition or modifications, or deny the proposed Planned Development Project, and shall enter reasons for such action in the public record. The facts submitted with, or as part of the proposed preliminary site plan of the Planned Development Project must sustain the following issues, as explained:

1. *The proposed Planned Development Project meets or exceeds the minimum requirements of Section 3.4.1.2, General PDP Standards, of the Land Use Regulations, pertaining to parking and vehicular access, streets, drainage and utilities, concurrency (see below), contributions to public facilities, protection of resources, recycling dumpster pad, and sidewalks unless otherwise indicated.*

   The entrance roadway with associated guardhouse has been constructed in a way that appears to hinder access for specific fire equipment. Dumpsters will not be located on the subject property. The single family nature of the development encourages can pick-up, which the City's sanitation department has agreed to.

2. *The proposed Planned Development Project meets or exceeds the minimum requirements of Section 3.4.1.3, Additional PDP Standards, of the Land Use Regulations, pertaining to the type of project and how its proposed design effects uses, density, open space, recreation area, parking, building setbacks, buffers, accessory structures, and neighborhood activity centers, unless otherwise indicated:*

   The density and intensity of the development are well within the requirement of 6 units per acre, however, the side setbacks deviate from the standard 8 foot side yard setbacks. To mitigate the requested decrease, the Fire Department is stipulating residential sprinklers be installed in all the homes proposed in Bella Sole, and that window protection be required between units. However, there lacks sufficient room for air conditioning equipment, trash cans, etc. which are normally on the side of the structure. With a standard 3-foot pad to accommodate an a/c unit, this leaves only 2 feet for maintenance, drainage, etc.

3. *The proposed Planned Development Project meets the requirements of Section 4.1.1.5., Concurrency, pertaining to the following analyses of capacity, unless otherwise indicated*:

Finding of Concurrency
Roadways: adequate capacity
Sanitary Sewer: adequate capacity
Potable Water: adequate capacity
Drainage: designed and constructed
Solid Waste: adequate capacity
Recreation: n/a
Schools: Adequate capacity

DEVELOPMENT REVIEW COMMITTEE (DRC) COMMENTS: March 27, 2012
Public Works: No comments received.

Fire Prevention: Bradenton Fire Department (BFD) is not in favor of the Applicant's request to delete Stipulation #5 of MA.08.0022 which requires that individual residences within the Bella Sole community include sprinkler systems. Stipulation #5 was negotiated and agreed upon by the City and the Developer for the allowance of smaller lot sizes in Bella Sole, as well as addressing the requirement of adequate water flow/pressure for fire protection. Without an acceptable alternative method of fire protection for the individual residences proposed by the Developer, BFD has no grounds on which to base the removal of this stipulation.

Police: No comments received.

STAFF EVALUATION: (Updated May 17, 2012) Through a lengthy collaborative effort, the Fire Marshal and the applicant have agreed on a solution regarding the necessity of fire sprinklers in each individual residence that will mutually serve and protect the interest of all parties. Interior fire sprinklers shall remain mandatory for each individual residence; however, exterior window fire sprinklers shall not be required. Additionally, the applicant will address landscaping intensities between residences to ensure that landscaping does not restrict Fire Department access to residential structures. These provisions shall only apply to development within the Bella Sole community of the Harbour Walk Planned Development Project (PDP).

SUMMARY OF OUTSIDE AGENCY/PUBLIC NOTIFICATION RESPONSE: None received as of the date of this report.

STAFF RECOMMENDATION (Updated May 17, 2012): APPROVAL with the following stipulations:

1. **Pertaining exclusively to development within the Bella Sole community, interior fire sprinklers in each individual residence shall be required. Exterior window fire sprinklers shall not be required.**

2. **Pertaining exclusively to development within the Bella Sole community, applicant shall minimize landscaping between residential structures to reduce restrictions to Fire Department access.**

PLANNING COMMISSION RECOMMENDATION (April 18, 2012):

1. **Request to modify MA.08.0022 Stipulation #5 as it pertains to the requirement for individual sprinklers systems: CONTINUE** to May 16, 2012 Planning Commission hearing.

2. ~~**Request of an additional stipulation to MA.08.0022 to permit a single banner sign at the northeastern corner of Bella Sole and of Riverdale:**~~ (Applicant withdrew this request during the April 18, 2012 Planning Commission hearing.)

PLANNING COMMISSION RECOMMENDATION (May 16, 2012): APPROVAL with the following stipulations:

1. **Pertaining exclusively to development within the Bella Sole community, interior fire sprinklers in each individual residence shall be required. Exterior window fire sprinklers shall not be required.**

2. **Pertaining exclusively to development within the Bella Sole community, applicant shall minimize landscaping between residential structures to reduce restrictions to Fire Department access.**

CITY COUNCIL ACTION (June 13, 2012): APPROVAL with the following stipulations:

1. **Pertaining exclusively to development within the Bella Sole community, interior fire sprinklers in each individual residence shall be required. Exterior window fire sprinklers shall not be required.**

2. **Pertaining exclusively to development within the Bella Sole community, applicant shall minimize landscaping between residential structures to reduce restrictions to Fire Department access.**

CITY OF BRADENTON
DEVELOPMENT REVIEW COMMITTEE
COMMENTS SHEET

Application # MA.12.0031 DRC DATE: March 27, 2012

Project Name: Bella Sole-Harbour Walk PDP Major Amendment

Public Works Department: **Official:** Arlan Cummings

- No Comments.

Fire Department: **Official:** Fire Marshal Ken Langston

- Bradenton Fire Department (BFD) in not in favor of the Applicant's request to delete Stipulation #5 of MA.08.0022 which requires that individual residences within the Bella Sole community include sprinkler systems. Stipulation #5 was negotiated and agreed upon by the City and the Developer for the allowance of smaller lot sizes in Bella Sole, as well as addressing the requirement of adequate water flow/pressure for fire protection. Without an acceptable alternative method of fire protection for the individual residences proposed by the Developer, BFD has no grounds on which to base the removal of this stipulation.

Police Department: **Official:**

Planning Department: **Official:** Timothy Polk

- Planning Dept. is not in favor of the Applicant's request to delete Stipulation #7 of MA.08.0022 which requires that identical elevations not be located side by side within the Bella Sole community. Stipulation #7 was negotiated and agreed upon by the City and the Developer, and is a typical residential design standard for subdivisions in the City.

- Planning Dept. is not in favor of the Applicant's request to add Stipulation #8 which would allow a single banner sign to be located in the NE corner of the PDP to attract I-75 motorists. Banner signs are prohibited by City Land Use Regulation 5.5.5.18., and thusly, cannot be permitted within this PDP.

DRC RECOMMENDATION:

APPROVAL ____

DENIAL X

CJC MANAGEMENT SERVICES

POST OFFICE BOX 859
PARRISH, FL 34219

PHONE: (941) 951-8849
FAX: (941) 776-2229
CONNOR CHAMBERS email: chambers.connor@verizon.net

DATE: June 12, 2012 (hand-delivered)

TO: Brady Woods or Manuel Perez

FROM: Connor Chambers

RE: MEDALLION CAMLIN PRESTIGE HOMES, INC. - PUBLIC HEARING NOTICE

CC: Carlos Beruff
Peter Logan

For the above Public Hearing by City Council tomorrow, enclosed is my Certification of Notice to confirm the planting of the "Notice" sign along the north edge of State Road 64.

Connor Chambers

enclosure (Certification of Notice)

RECEIVED
JUN 12 2012
CITY OF BRADENTON
PLANNING DEPT.

PETER LOGAN
@ 941-359-9000

Return to:
City of Bradenton, Department of Planning & Community Development
101 12th St, Bradenton, FL 34205

Permit No. MA.12.0031
Meeting and Date 6/13/12 8:30AM

CITY OF BRADENTON AFFIDAVIT
Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Certification of Notice
Posting Prior to Public Hearing

I, Connor Chambers, hereby certify that a sign has been posted along the northern right-of-way line of S.R. 64 near 39th Street East (next to the "Bella Solé" sign), as of this date and for at least 10 days prior to the public hearing regarding the request of: Medallion Camlin Prestige Homes, Inc. for both Harbour Walk Planned Development amendment, and new stipulation for Bella Solé banner sign.

Connor Chambers
Agent for Applicant

6-4-12
Date

The foregoing instrument was acknowledged before me this 4th day of June, 2012, who produced as identification personally known.

Notary Public State of Florida
Heather L Von Uhlit
My Commission EE148892
Expires 12/14/2015

Heather L Von Uhlit
Notary Public, State of Florida & Seal

MEDALLION HOME

May 2, 2012

City of Bradenton Fire Department
c/o: Fire Marshall Kenneth Langston
1010 – 9th Avenue W.
Bradenton, FL 34205

Re: Sprinkler Requirement in Bella Sole

Dear Fire Marshall Langston:

We had a meeting Monday afternoon with Tim Polk and Brady Woods about our current Rezoning Application. As a portion of the meeting focused on the Fire Department sprinkling requirements, Brady asked Inspector Dennis Bonneau to sit in in your absence. We had a thought on a potential solution and Inspector Bonneau directed us to send it to your attention in writing for your review and comment.

Thus we would propose the following:

- Every (non-sprinkled) home to have monitored alarm system, monitoring paid for by the HOA
- Every (non-sprinkled) home to have smoke detectors in every bedroom and common room areas, directly tied into the monitored alarm system
- Every (non-sprinkled) home to have heat detectors in garage, kitchen and attic, directly tied into the monitored alarm system
- Every (non-sprinkled) home to have a flashing strobe light mounted on the front exterior of the home, and directly tied into the monitored alarm system
- City of Bradenton to remove mandatory sprinkling of Bella Sole single family detached residences

As discussed, the costs of sprinkling a home are substantial. While the proposed items above are still added costs to the base construction costs of a typical home, they're much more palatable and easier to absorb, while still delivering a product that's competitive in today's marketplace. We think the proposal above addresses your life safety concerns, which we also deem to be important.

Please don't hesitate to call us with any questions. We look forward to your response.

Sincerely,

Medallion Home

Peter R. Logan

City Of Bradenton
EXHIBIT K

cc: Timothy Polk
Brady Woods
Volker Reiss

EVALUATION AND REPORT
Department of Planning and Community Development

TO: Planning Commission
FROM: Brady M. Woods, Development Services Coordinator
DATE: April 9, 2012
REQUEST: MA.12.0031 Peter Logan, agent, for Medallion Camlin Prestige Homes, Inc., owner.
WARD: 4

FINDINGS OF FACT

PROJECT OVERVIEW: The applicant is requesting a Major Amendment to a previously amended Planned Development Project in order to modify approved MA.08.0022 Stipulation #5 (individual sprinkler systems), delete Stipulation #7 (identical elevations), and add an additional stipulation to allow banner signs.

COMPLETE APPLICATION REMARKS: The application is complete. On April 4, 2012, the applicant withdrew the request to delete Stipulation #7 (identical elevations).

ACREAGE: Total 122.2

FLOOD ZONE: AE, and CHHA (Coastal High Hazard Area).

LOCATION OF SUBJECT PROPERTY: The Bella Sole peninsula, 4001 5th Avenue NE, also known as Canal Pointe Drive. The subject property is south of Hawk Island, north of the Riverdale Subdivision, and east of Carlton Arms residential complex. It is also located in Neighborhood 20.03. A legal description is on file.

CHARACTERISTICS OF THE SUBJECT PROPERTY: The subject property is a peninsula with manmade canals on the north and south, which join a canal on the east leading to the Manatee River. A site improvement plan was approved and the infrastructure (utilities and streets) has been installed. There is a private road running along the south portion of the property with a cul-de-sac on the east end.

SURROUNDING GENERALIZED FUTURE LAND USE MAP (GFLUM) DESIGNATIONS:

North: City Residential 6
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SURROUNDING LAND USE ATLAS DESIGNATIONS: See attached Zoning Map.

SURROUNDING EXISTING LAND USES:

North: Residential
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HISTORY/PREVIOUS ACTION RELEVANT TO APPLICANT'S REQUEST: The subject property was annexed into the City on November 29, 2000. At the time of annexation, there was an existing platted subdivision known as Riverdale, and the attorney for the owner, Nordic of Florida, stated their

SUPERSEDED

intent for the property was to develop as it was platted. Although initial city rezoning was intended as R-1B, a PDP designation was required based on the code. Any property with over 200 linear feet of land below the two-foot contour line requires this designation. It was also annexed with the understanding, and a letter from Manatee County, stating that there were vested rights to the subdivision as platted. Since the annexation and subsequent land use and future land use designations, a PDP was approved that indicated the roads were to be relocated to the south side of Hawk Island and Bella Sole peninsulas, and the lots would be combined to make larger parcels.

Original PDP Stipulations:

1. Fire hydrants will be located as required by the Fire Marshall.
2. All cul-de-sacs will have a 50 foot radius.
3. The developer will work with the Administrative Official to determine tree replacement compensation for those trees requiring removal.
4. The developer will dredge the canals.
5. There will be no decrease in size of the canals.

A PDP Amendment was approved in 2003, which pertained primarily to the land east of the central canal, but included the docking master plan. The following additional stipulations were applied to the approval:

1. The applicant provide a statement and action plan of natural vegetation (specifically mangroves) and shoreline protection (anti-erosion) as part of this approval to be approved by the Department of Development Services within 30 days of the approval date.
2. The applicant provide a statement and action plan of Manatee protection as part of this approval to be approved by the Department of Development Services and the Florida Fish and Wildlife Conservation Commission (FFWCC) prior to the first dock submitted for development permitting.
3. The applicant submit Florida Department of Environmental Protection and Army Corps of Engineers approval for each dock as such approval may be considered under the proposed master dock plan.
4. Each dock will be constructed according to the requirements of the Land Use and Development Regulations except as indicated herein, and require a development permit and applicable fees. Any deviation from this approval or construction proposal, as determined by the Administrative Official, shall require an amendment to the PDP.

A PDP Amendment was approved on August 13, 2008, which allowed for the division of lots resulting in a lot increase from 18 to 37 and proposed dock locations for all lots. The following additional stipulations were applied to the approval:

1. The combined side yard setback of adjacent lots shall be no less than sixteen feet (16') in the front, excluding the portico, and shall be no less than twelve feet (12') in the rear.
2. Prior to construction, the Applicant will provide the office of Planning and Community Development with photographs of the intersection conditions at 39th Street and 2nd Drive NE, at 36th Street and 2nd Drive NE, and at 36th Street and Canal Pointe Drive. In the event that real or personal property at these intersections is damaged by Applicant or any of Applicant's contractors, subcontractors, suppliers or other authorized agents, Applicant shall repair such damage in a timely manner. Applicant reserves the right to require reasonable proof that such damage was caused by the above parties.
3. In the event the City determines that the entrance roadways eastbound into Bella Sole' will not accommodate governmental emergency, utility and solid waste vehicles, the Applicant shall work with the City to design reasonably appropriate traffic control measures so that such vehicles may access Bella Sole' utilizing the westbound (outbound) traffic lane. The intent of the traffic control measures are to minimize conflicts between inbound and outbound vehicles utilizing the same roadway.

4. Hours of construction activities shall be limited to 7 AM to 6 PM Monday through Friday, and 8 AM to 5 PM on Saturday. Construction activities are prohibited on Sunday. Construction activities shall include idling of supplier and delivery vehicles that may arrive prior to and after these times.
5. The individual residences are to include sprinkler systems in accordance with City requirements. As such, applicant agrees to include a provision within the Homeowner Association documents for Bella Sole' stating that, in the event an individual owner fails to pay their water utility bill, the City may bill the Homeowner Association to ensure that such water service will continue without interruption to assure continuous fire protection. However, the Homeowner Association shall not be responsible for taking any measures whatsoever to assure payment of water utility bills by any individual owner and shall only be responsible for payments billed to the Homeowner Association by the City of the above events occur. Such billing by the City shall only occur after the City has taken reasonable steps to require that the individual owner pays the water utility bill directly to the City.
6. Lot 135C shall have a twenty foot (20') waterfront setback.
7. Identical elevations will not be located side by side.

These stipulations will remain with any future proposals unless specifically deleted through a major PDP amendment.

ANALYSIS

COMPREHENSIVE PLAN CONSISTENCY/IMPLICATIONS:

SPECIAL DISTRICT REGULATIONS: Planned Development Projects are subject to both minimum and increased standards pursuant to Section 3.4.1 of the Land Use Regulations. The Planning Commission and City Council, after determining that all of the requirements for a Planned Development Project have been met, shall approve, approve with condition or modifications, or deny the proposed Planned Development Project, and shall enter reasons for such action in the public record. The facts submitted with, or as part of the proposed preliminary site plan of the Planned Development Project must sustain the following issues, as explained:

1. *The proposed Planned Development Project meets or exceeds the minimum requirements of Section 3.4.1.2, General PDP Standards, of the Land Use Regulations, pertaining to parking and vehicular access, streets, drainage and utilities, concurrency (see below), contributions to public facilities, protection of resources, recycling dumpster pad, and sidewalks unless otherwise indicated.*

   The entrance roadway with associated guardhouse has been constructed in a way that appears to hinder access for specific fire equipment. Dumpsters will not be located on the subject property. The single family nature of the development encourages can pick-up, which the City's sanitation department has agreed to.

2. *The proposed Planned Development Project meets or exceeds the minimum requirements of Section 3.4.1.3, Additional PDP Standards, of the Land Use Regulations, pertaining to the type of project and how its proposed design effects uses, density, open space, recreation area, parking, building setbacks, buffers, accessory structures, and neighborhood activity centers, unless otherwise indicated:*

   The density and intensity of the development are well within the requirement of 6 units per acre, however, the side setbacks deviate from the standard 8 foot side yard setbacks. To mitigate the requested decrease, the Fire Department is stipulating residential sprinklers be installed in all the homes proposed in Bella Sole, and that window protection be required between units. However, there lacks sufficient room for air conditioning equipment, trash cans, etc. which are normally on

the side of the structure. With a standard 3-foot pad to accommodate an a/c unit, this leaves only 2 feet for maintenance, drainage, etc.

3. *The proposed Planned Development Project meets the requirements of Section 4.1.1.5., Concurrency, pertaining to the following analyses of capacity, unless otherwise indicated*:

Finding of Concurrency
Roadways: adequate capacity
Sanitary Sewer: adequate capacity
Potable Water: adequate capacity
Drainage: designed and constructed
Sold Waste: adequate capacity
Recreation: n/a
Schools: Adequate capacity

DEVELOPMENT REVIEW COMMITTEE (DRC) COMMENTS:
Public Works: No comments received.

Fire Prevention: Bradenton Fire Department (BFD) is not in favor of the Applicant's request to delete Stipulation #5 of MA.08.0022 which requires that individual residences within the Bella Sole community include sprinkler systems. Stipulation #5 was negotiated and agreed upon by the City and the Developer for the allowance of smaller lot sizes in Bella Sole, as well as addressing the requirement of adequate water flow/pressure for fire protection. Without an acceptable alternative method of fire protection for the individual residences proposed by the Developer, BFD has no grounds on which to base the removal of this stipulation.

Police: No comments received.

STAFF EVALUATION: The applicant is proposing to modify the language of a previously approved stipulation that requires all individual residences to include sprinkler systems in accordance with City requirements, per the Bradenton Fire Department (BFD). The revised stipulation, as proposed by the applicant, would read as follows:

5. ~~*The individual residences are to*~~ *Every three-story residence, and taller, shall include sprinkler systems in accordance with City requirements. As such, applicant agrees to include a provision within the Homeowner Association documents for Bella Sole' stating that, in the event an individual owner fails to pay their water utility bill, the City may bill the Homeowner Association to ensure that such water service will continue without interruption to assure continuous fire protection. However, the Homeowner Association shall not be responsible for taking any measures whatsoever to assure payment of water utility bills by any individual owner and shall only be responsible for payments billed to the Homeowner Association by the City of the above events occur. Such billing by the City shall only occur after the City has taken reasonable steps to require that the individual owner pays the water utility bill directly to the City.*

Staff cannot support the applicant's modified stipulation for the following reasons:

a) The stipulation, as originally written, was an integral provision in allowing the developer to create smaller lots in an effort to increase the number of residential units from 18 to 37, as well as allowing the reduction of side yard setback as stipulated in PDP Amendment MA.08.0022.

b) According the Letter of Request, the applicant has based the revised stipulation on City Ordinance Section 42-50, *Fire sprinkler systems requirements*, or more specifically Column 2, Row 4 of Table 1, which states *"Fire Alarm and Fire Sprinkler Systems Required under the following conditions: 12 residential units or more or three stories or more."* The applicant only applies the second portion of the conjunctive text, *"...or three stories or more."* to his revised

stipulation. The current residential product in Bella Sole does not exceed three or more stories nor does it appear that the applicant intends to develop any future residential product that would exceed three or more stories; thus, seeming to relieve the applicant from installing fire sprinkler systems, per Section 42-50. However, due to PDP Amendment MA.08.0022 which allowed for a total of 37 residential units, the first portion of the conjunctive text, *"12 residential units or more..."* does, in fact, apply and subsequently requires all units in Bella Sole to include individual sprinkler systems.

Staff will continue to work with the applicant and make every effort to protect the existing and future residents of the Bella Sole community.

The applicant is proposing an additional stipulation be added to permit a single banner sign at the northeastern corner of Bella Sole and of Riverdale to attract the attention of Interstate 75 motorists. Staff cannot support the addition of this stipulation as a banner sign, used for the applicant's expressed purpose, is prohibited per Land Use Regulation Section 5.5.5, *Prohibited Signs*, and Section 5.5.5.18, *Banner Signs*, which reads:

"Banner signs, except temporary banner signs used for welcoming a person or persons home from military duty or other extended stays, or other similar circumstances to be displayed no longer than ten consecutive days. Also, grand opening banner signs may be permitted for no longer than 30 consecutive days and placed no sooner than three days prior to the actual opening date. Banner signs may be no larger than 32 square feet in sign area."

Staff understands the applicant's desire to increase visibility of their development, and will work with the applicant to achieve their goals by using all feasible methods available. These methods may include temporary real estate signage or temporary off-site signage that complies with all City of Bradenton Signage Codes.

SUMMARY OF OUTSIDE AGENCY/PUBLIC NOTIFICATION RESPONSE: None received as of the date of this report.

STAFF RECOMMENDATION: Staff recommends separating the applicant's requests into two separate, actionable items for the purposes of efficiency and accuracy.

1. **Staff recommendation for the request to modify MA.08.0022 Stipulation #5 as it pertains to the requirement for individual sprinklers systems: DENIAL**

2. **Staff recommendation for the request of an additional stipulation to MA.08.0022 to permit a single banner sign at the northeastern corner of Bella Sole and of Riverdale: DENIAL**

PLANNING COMMISSION RECOMMENDATION (April 18, 2012):

CITY COUNCIL ACTION (May 8, 2012):

PLANNING COMMISSION COMMENT

MA. 12.0031

Individuals wishing to speak with regard to any item on today's Planning Commission agenda must indicate so by completing the information below and returning this form to Karen Aihara, Executive Planning Administrator, prior to the beginning of the hearing.

NAME: Carlos Beruff

ADDRESS: 2212 - 58th Ave E

TOPIC OF PUBLIC HEARING: Inlets

ARE YOU: ***in favor*** OR ***opposed*** (CIRCLE ONE)

SPEAKING AS: ***individual*** OR ***representative of group*** (CIRCLE ONE)

Name of group: Applicant

Do you have a visual presentation or other evidence to be presented?

Brief description of presentation: No

4/18/12 PC

DENIED

DEVELOPMENT REVIEW COMMITTEE
COMMENTS SHEET

Application # MA.12.0031 DRC DATE: 3/27/12

Project Name: MEDALLION - BELLA SOLE / HARBOUR WALK PDP

Public Works Department: Official: BC

- No Comment

Fire Department: Official: KJ

- BFD does not Agree w/ the Removal of Stipulation #~~11~~ 5 Regarding Individual Sprinklers, Based upon Previously Approved ~~Stipulation~~ Requirement of Stip #~~5~~ 7 ~~6~~ to Allow Small Lot Sizes & Adequate Water Flow/Pressure. Req'd

Police Department: Official:

- Proposed Stipulation #8 Regarding Banner Sign is Denied. Staff cannot Allow the Proposed Sign due to its Type & Length.

Planning Department: Received By:

- Stip # 7 Regarding Identical Elevation should Not Be Remove. This Stip is Standard for Sub-Division ~~Re~~ Architectural Design in CoB.

CJC MANAGEMENT SERVICES

CONNOR CHAMBERS

POST OFFICE BOX 859
PARRISH, FL 34219

PHONE: (941) 951-8849
FAX: (941) 776-2229

email: chambers.connor@verizon.net

March 13, 2012

Mr. Brady Woods
Development Svcs. & Zoning Manager
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

RE: Bella Sole PDP Amendment

Dear Mr. Woods,

Please find attached forty copies of the Bella Sole plat for our PDP amendment. Should you have any questions do not hesitate to call me at (941) 951-8849. Thank you.

Sincerely,

RECEIVED
MAR 13 2012
CITY OF BRADENTON
PLANNING

Connor Chambers

enclosures

cc: Peter Logan, Medallion Home

MA. 12. 0031


EDALLION
HOME
UNIQ
City Of Bradenton
EXHIBIT J
MA. 12.0031
BIKE LANE

City Of Bradenton
EXHIBIT J
MA. 12. 0031

City Of Bradenton
EXHIBIT J
MA. 12. 0031
BIKE LANE
MEDALLION HOME
UNIQUE BOATING
DOCK INCL

City Of Bradenton

EXHIBIT J

Ma. 12.0031

City Of Bradenton

EXHIBIT J

Ma. 12.0031



City Of Bradenton

EXHIBIT J

MA. 12.0031



City Of Bradenton
EXHIBIT J
MA. 12. 0031

	OWNER	MAILING ADDR1	MAILING ADDR2	CITYNAME	ST	ZIP	+4	COUNTRY	POSTALCODE	PARID	NO	STREET	STR	DIR	UNIT
1	ACKOURY, STEPHEN	6767 HICKORY HAMMOCK CIR		LAKEWOOD RANCH	FL	34202	1742			1074504459	544	MAST	DR		
2	ANDERSON, KENT I	2915 BALD EAGLE RD		SPEARFISH	SD	57783				1074500309		NO ASSIGNED ADDRESS			
3	BELL, STEPHEN L	504 MAST DR		BRADENTON	FL	34208				1074500359	504	MAST	DR		
4	BUFFALINE, DAVID	557 FORE DR		BRADENTON	FL	34208	8447			1079802009	557	FORE	DR		
5	CASAGRANDE, CHARLES L	535 FORE DR		BRADENTON	FL	34208	8447			1070900259	535	FORE	DR		
6	CLARK, CLAUDE A	520 MARYLAND AVE		WATERLOO	IA	50701	4135			1070902509	537	FORE	DR		
7	COLWILL, CHARLES C	4605 CLARKSDALE LANE		BRANDON	FL	33511	8068			1082401509	652	REGATTA	WAY		
8	DONIGER, NEIL A	540 FORE DR		BRADENTON	FL	34208	8447			1070903009	540	FORE	DR		
9	EISENMAN, JEFFREY D	549 FORE DR		BRADENTON	FL	34208	8447			1080102209	549	FORE	DR		
10	FRENCH, GEORGE I	4700 MAINSAIL DR		BRADENTON	FL	34208	9409			1076003109	4700	MAINSAIL	DR		
11	GRAVES, KENNETH F	1225 LONGMEADOW WAY		EVANSVILLE	IN	47725				1074500459	512	MAST	DR		
12	HARBOUR WALK HOMEOWNERS' ASSOC INC	3890 E SR 64 101		BRADENTON	FL	34208	9040			1074505159		NO ASSIGNED ADDRESS			
13	INLETS AT RIVERDALE INC	4301 32ND ST W A20		BRADENTON	FL	34205	2794			1083710059		NO ASSIGNED ADDRESS			
14	INVERSO, DARREN R	516 MAST DR		BRADENTON	FL	34208				1074504209	516	MAST	DR		
15	IRA SERVICES TRUST COMPANY	PO BOX 7080		SAN CARLOS	CA	94070	7080			1074504409	540	MAST	DR		
16	KOPSTAD, TODD R	541 FORE DR		BRADENTON	FL	34208	8447			1070902409	541	FORE	DR		
17	KRAL, ROBERT M	548 FORE DR		BRADENTON	FL	34208	8447			1070903209	548	FORE	DR		
18	LAKE SHORE INDUSTRIAL CENTER LLC	PO BOX 20908		BRADENTON	FL	34204	0908			1040600109	4223	HAWK ISLAND	DR		
19	LIBRIZZI, ROBERTO V	551 FORE DR		BRADENTON	FL	34208	8447			1080101209	551	FORE	DR		
20	LYNCH, GEORGE E	509 MAST DR		BRADENTON	FL	34208	8449			1074500209	509	MAST	DR		

	OWNER	MAILING ADDR1	MAILING ADDR2	CITYNAME	ST	ZIP	+4	COUNTRY	POSTALCODE	PARID	NO	STREET	STR	DIR	UNIT
21	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1043700002	4220	5TH	AVE	NE	
22	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1043400059	4223	5TH	AVE	NE	
23	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1043600004	4224	5TH	AVE	NE	
24	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1043500059	4225	5TH	AVE	NE	
25	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1043100079		5TH	AVE	NE	
26	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208				1070900519	544	FORE	DR		
27	MEDALLION CAMLIN PRESTIGE HOMES INC	3890 SR 64 E 101		BRADENTON	FL	34208				1043200059		NO ASSIGNED ADDRESS			
28	MILLER, CHARLES T	555 FORE DR		BRADENTON	FL	34208	8447			1080101009	555	FORE	DR		
29	NASHBAR, ARNOLD	4227 HAWK ISLAND DR		BRADENTON	FL	34208	9404			1038602409	4227	HAWK ISLAND	DR		
30	NELSON, PAUL E	366 EAST RIVER DR		PARK RAPIDS	MN	56470				1074500409	508	MAST	DR		
31	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E		BRADENTON	FL	34208	9040			1080203279		NO ASSIGNED ADDRESS			
32	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E		BRADENTON	FL	34208	9040			1080202559		NO ASSIGNED ADDRESS			
33	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E		BRADENTON	FL	34208	9040			1080200155		NO ASSIGNED ADDRESS			

	OWNER	MAILING ADDR1	MAILING ADDR2	CITYNAME	ST	ZIP	+4	COUNTRY	POSTALCODE	PARID	NO	STREET	STR	DIR	UNIT
34	NORDIC OF FLORIDA DEVELOPMENT INC	3890 E STATE RD 64 101		BRADENTON	FL	34208	9040			1070902759		NO ASSIGNED ADDRESS			
35	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1074500199		NO ASSIGNED ADDRESS			
36	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E		BRADENTON	FL	34208	9040			1080200079		NO ASSIGNED ADDRESS			
37	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1080100099		NO ASSIGNED ADDRESS			
38	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1079800129		NO ASSIGNED ADDRESS			
39	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E		BRADENTON	FL	34208	9040			1080200129		NO ASSIGNED ADDRESS			
40	NORDIC OF FLORIDA DEVELOPMENT INC	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1070900529		REGATTA	WAY		
41	PAPA BEAR LLC	4074 ROBERTS POINT RD		SARASOTA	FL	34242	1162			1082400059	608	REGATTA	WAY		
42	PENTECOST, MARK B	644 REGATTA WAY		BRADENTON	FL	34208				1070900339	644	REGATTA	WAY		
43	PETTY, ROSEMARIE	531 FORE DR		BRADENTON	FL	34208	8447			1070902729	531	FORE	DR		
44	RESERVE AT HARBOUR WALK HOMEOWNERS	3890 SR 64 E 101		BRADENTON	FL	34208	9040			1082400109		RIGHT OF WAY			
45	REYNOLDS, RUSSELL T JR	568 FORE DR		BRADENTON	FL	34208				1070900509	568	FORE	DR		

	OWNER	MAILING ADDR1	MAILING ADDR2	CITYNAME	ST	ZIP	+4	COUNTRY	POSTALCODE	PARID	NO	STREET	STR	DIR	UNIT
46	ROBINSON, ROBERT B	536 MAST DR		BRADENTON	FL	34208				1074504359	536	MAST	DR		
47	SAM RODGERS PROPERTIES INC	PO BOX 558		VENICE	FL	34284				1074500259	500	MAST	DR		
48	SARASOTA UNIVERSITY GROVES LLC	2212 58TH AVE E		BRADENTON	FL	34203				1070900419	632	REGATTA	WAY		
49	SAUNTRY, JEFFERY SCOTT	4719 STARBOARD DR		BRADENTON	FL	34208	8491			1070902208	4719	STARBOARD	DR		
50	SEIERSEN, DAMON P	592 FORE DR		BRADENTON	FL	34208	8447			1070904309	592	FORE	DR		
51	SEVERS, BARRY L	4705 MAINSAIL DR		BRADENTON	FL	34208	9410			1076003209	4705	MAINSAIL	DR		
52	SEVERS, BARRY L	4705 MAINSAIL DR		BRADENTON	FL	34208	9410			1070900389	636	REGATTA	WAY		
53	SEVERS, BARRY L	4705 MAINSAIL DR		BRADENTON	FL	34208	9410			1070900399	640	REGATTA	WAY		
54	SIMONS, SHILOH	3114 OAK AVE		STEVENS POINT	WI	54481	5550			1070903309	552	FORE	DR		
55	STOWE, RICK M	PO BOX 2266		RIVERVIEW	FL	33568	2266			1080105459	621	REGATTA	WAY		
56	VALENTINE, ROBERT G	545 FORE DR		BRADENTON	FL	34208	8447			1070902309	545	FORE	DR		
57	VAN STEDUM, PATRICIA M	553 FORE DR		BRADENTON	FL	34208	8447			1080100109	553	FORE	DR		
58	VASILIEFF, VALENTIN	3605 HAWK ISLAND DR		BRADENTON	FL	34208				1043101209	4501	5TH	AVE		
59	WCI COMMUNITIES LLC	24301 WALDEN CENTER DR		BONITA SPRINGS	FL	34134	4920			1100600159	4700	48TH	ST	NE	
60	WET KIDS LLC	4074 ROBERTS POINT RD		SARASOTA	FL	34242	1162			1070900329	628	REGATTA	WAY		
61	WILSON, JANET M	580 FORE DR		BRADENTON	FL	34208	8447			1080102509	580	FORE	DR		
62	WRIGHT, BRUCE C	4260 FALLS RIDGE DR		ALPHARETTA	GA	30022	3331			1077401009	516	REGATTA	WAY		

PERMIT # MA.12.0031

RECEIVED ✓		EXHIBIT	DATE RECEIVED
✓	A	APPLICATION	3/12/12
✓	B	LETTER OF REQUEST	3/12/12
	C	SURVEY	
	D	LEGAL DESCRIPTION	
✓	E	AERIAL PHOTO	4/9/12
✓	F	SITE PLAN	3/13/12
	G	ZONING & LOCATION MAP	
	H	AERIAL MAP	
	I	AD MAP	
✓	J	~~Photos of signs~~ ✓	
✓	K	Letter from Peter Logan	5/2/12
	L	re: Sprinkler Reg Bella Sole	
	M		
	N		
	O		
	P		
	Q		
	R		
	S		
	T		
	U		
	V		
	W		
	X		
	Y		
	Z		
✓	*	TO PROPERTY APPRAISER	3/15/12
	*	TO PUBLIC WORKS	
5/16/12	*	ORDINANCE/RESOLUTION	

PC: 4/18/12 CC: 1st ~~Reading~~: ~~5/9/12~~ 2nd Reading:

AGENDA ITEM NO. 9.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4065 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7, FENCES AND HEDGES, TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AMENDING SECTION 5.2.2.4, FENCES AND HEDGES, TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10, DEFNIITIONS, TO MODIFY DEFINITIONS RELATED THERETO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Adopt Ordinance 4065 on second reading.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
City staff is recommending changes to the Land Use Regulations regarding fences and certain definitions pertaining to frontage. The purpose of these changes is to provide clarity in the review process.

The Planning Commission voted 7-0 to recommend approval of Ordinance 4065, with changes, at the November 19, 2025, regular meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4065.

ATTACHMENTS:
Ordinance 4065
Staff Report
Correspondence
Business Impact Estimate

ORDINANCE NO. 4065

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7, FENCES AND HEDGES, TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AMENDING SECTION 5.2.2.4, FENCES AND HEDGES, TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10, DEFNIITIONS, TO MODIFY DEFINITIONS RELATED THERETO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to amend the Land Use Regulations to update the requirements for fences, walls and the definitions of “lot”, “street” and “visibility triangle or vision triangle”; and

WHEREAS, the City finds it is in the City’s best interest to make these revisions to its Land Use Regulations.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Chapter 5.0, Section 5.1.2.7 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions):

5.1 Residential buildings.

For the purposes of this section, residential buildings shall include one- and two-family houses, multi-family dwellings and group care facilities.

* * *

5.1.2.7 Fences and hedges. Fences/hedges are required to comply with the following standards:

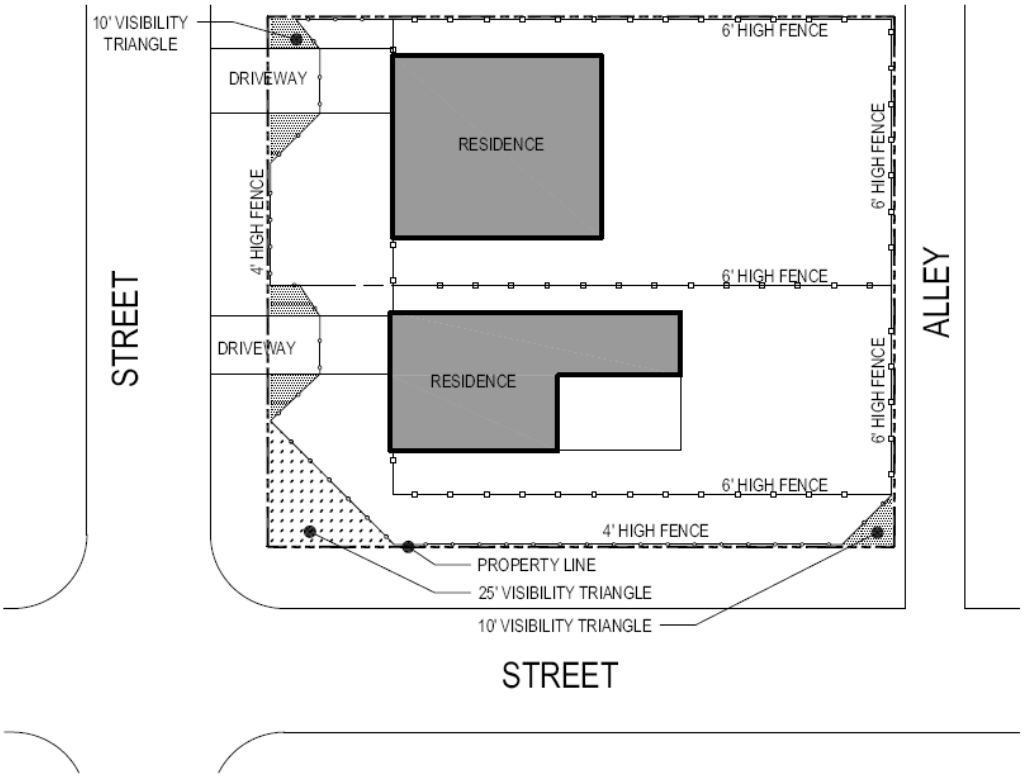
a. *Height/setbacks*. Fences and/or hedges may be permitted along property lines if they meet the following height limitations (the most stringent standard shall apply):

Location *	Maximum Height
Within ~~35 feet of any intersecting streets, driveways alley~~ a visibility triangle	24 inches
Within 25 feet of any street right-of-way	48 inches
Front yard **	48 inches
Side or rear yard	72 inches

* Where one yard or visibility triangle overlaps with another, the more stringent height limitation will apply

** On corner lots, the secondary front yard may have a 72-inch fence provided a setback is maintained equal to half of the existing setback, and the fence does not extend into any visibility triangle or the primary front yard. ~~The fence cannot be installed between the structure and the right-of-way.~~

** Fences in primary front yards shall be open picket or rail with at least 75% transparency.



b. *Placement*. The city shall not be responsible for improperly placed fences. When the PCD director determines that a fence has been improperly placed, the owner of the fence shall relocate the fence within ten days of a notice of violation issued by the city. A fence or hedge may be permitted within an easement, provided the owner signs an affidavit, prior to the issuance of a fence permit stating that if it becomes necessary for the city or public utility to use the easement, the property owner will remove any portion or all of the fence at his/her expense.

c. *Materials*. Fences made with barbed wire, cloth, nylon, PVC pipe, corrugated materials, glass, spikes or other similar materials, and electric fences are prohibited on residential properties. Fence materials must be generally compatible with surrounding properties. On corner lots, picket or other similar fencing as approved by the PCD director can be installed in the primary front yard. See section 5.1.2.7.a for restrictions in secondary front yards.

d. *Temporary fence*. Permitted in all residential zoning districts including those in the Form Based Code Area, with approval by the PCD director, for up to one year from permit approval. An extension may be granted for up to six months by the PCD director. Temporary fences are allowed up to six feet in height along all property lines but must be chain link or other open style if within visibility triangles. Construction fences are allowed where associated with an active building permit at the discretion of the Building Official.

e. Vacant property. In all residential zoning districts, including those in the Form Based Code Area, fences are considered accessory structures to primary permitted uses and cannot be installed on vacant property except at the discretion of the PCD Director provided all of the following criteria are met:

   i. The fence is required to secure a vacant property to prevent vagrancy or illegal dumping;

   ii. The fence consists of transparent open metal picket fencing or vinyl coated chain link;

   iii. The height and location of the fence meet the requirements of Section 5.1.2.7.a. On corner lots the fence will be setback a minimum of 10 feet from the secondary front property line; and

   iv. The property shall not be used for outdoor storage, parking or similar uses unless permitted as a primary use in the zoning district and all required permits and approvals are obtained for that use. The property must meet property maintenance standards as a vacant property and not be overgrown or contain trash and debris.

f. Retaining walls. In all residential districts, including those in the Form Based Code Area, retaining walls and solid walls cannot be located in drainage and utility easements. The height of the retaining wall shall

be measured from the outside, lower grade inclusive of any fence or wall that may be on top of the retaining wall.

g. Project perimeter fencing. At the discretion of the PCD Director, fencing on the perimeter of school campuses in excess of one acre, planned development projects, multi-family projects, and mobile home parks/subdivisions may be up to 72 inches in height, if outside of visibility triangles.

Section 3. Chapter 5.0, Section 5.2.2.4 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions).

5.2 Non-residential buildings.

For the purpose of this section, non-residential buildings shall include all buildings except one- and two- family and multi-family dwellings and group care facilities.

* * *

5.2.2.4 Fences and hedges. The following standards shall apply:

a. *Height/setbacks.* Fences and/or hedges may be permitted along property lines if they meet the following height limitations (the most stringent standard shall apply.

Location *	Maximum Height
Within ~~35 feet of any intersecting streets, driveways or alleys~~ a visibility triangle	24 inches
Within 25 feet of any street right-of-way	48 inches
Front yard **	48 inches
Side or rear yard	72 inches
* Where one yard or visibility triangle overlaps with another, the more stringent height limitation will apply ** Fences in secondary front yards may be 72 inches provided the fence is placed 25 feet from the right-of-way.	

b. *Placement*. The city shall not be responsible for improperly placed fences. When the PCD director determines that a fence has been improperly placed, the owner of the fence shall relocate the fence within ten days of a notice of violation issued by the city. A fence or hedge may be permitted within an easement, provided the owner signs an affidavit, prior to the issuance of a fence permit stating that if it becomes necessary for the city or public utility to use the easement, the property owner will remove any portion or all of the fence at his/her expense.

c. *Materials*. Fences made with barbed wire, cloth, nylon, glass, PVC pipe, corrugated materials, spikes or other similar materials, and electric fences are not permitted without city council approval. City council may

also grant a variance on height in conjunction with a request for barbed wire or electric fence. Fence materials must be generally compatible with surrounding properties. On corner lots, chain link, picket, or other similar fencing as approved by the PCD director can be installed in the primary front yard.

d. *Temporary fence*. Permitted in all non-residential zoning districts and mixed use districts, including those in the Form Based Code Area, with approval by the PCD director for up to two years from permit approval. An extension may be granted up to one year by the PCD director. Temporary fences are allowed up to six feet in height along all property lines but must be chain link or other open style if within visibility triangles. Construction fences are allowed at the discretion of the Building Official.

e. Vacant property. In all non-residential and mixed use zoning distrcts, including those in the Form Based Code Area, fences are considered accessory structures to primary permitted uses and cannot be installed on vacant property except at the discretion of the PCD Director provided all of the following criteria are met:

i. The fence is required to secure a vacant property to prevent vagrancy or illegal dumping;

ii. The fence consists of transparent open metal picket fencing or vinyl coated chain link;

iii. The height and location of the fence meets the requirements of Section 5.2.2.4.a.; and

iv. The property shall not be used for outdoor storage, parking or similar uses unless permitted as a primary use in the zoning district and all required permits and approvals are obtained for that use. The property must meet property maintenance standards as a vacant property and not be overgrown or contain trash and debris.

f. Retaining walls. Retaining walls and solid walls cannot be located in drainage and utility easements. The height of the retaining wall shall be measured from the outside, lower grade inclusive of any fence or wall that may be on top of the retaining wall.

Section 4. Chapter 10, Definitions of the Land Use Regulations is hereby amended to read as follows (underline indicates additions).

* * *

Lot: A parcel of land under one ownership occupied by or to be occupied by one principal building and its accessory structures and including the open spaces and yards required under these LURs.

A. *Lot line.* A boundary, usually a private property line, dividing a lot from a right-of-way, adjoining lot or other adjoining tract of land:
   1. *Front lot line.* The lot line abutting a street right-of-way line.

2. *Rear lot line.* The lot line opposite the front lot line.
3. *Side lot line.* Lot lines other than the front or rear lot lines.

B. *Corner lot.* A lot which abuts on two or more intersecting streets at their intersection. Corner lots shall have two front and two side yards.

C. *Double frontage lot.* Any lot other than a corner lot which abuts on two or more streets. The primary front lot line shall be the lot line abutting the street upon which the property is assigned an address by the City, which shall be determined based upon the classification of the abutting streets and the front lot lines applied to adjacent properties. The other front lot line(s) shall be either secondary front or rear lot lines, as determined by the PCD Director, based upon the lot lines of adjacent properties.

D. *Lot of record.* A lot which is duly recorded in the office of the clerk of the circuit court.

E. *Alley lot lines:* Lot lines along an alley shall be considered the rear lot line if they are parallel to and opposite the front lot line. Lot lines along an alley shall be considered the side lot line if they are perpendicular to and intersect with the front lot line. Alley lot lines shall be considered the front lot line if the alley is the only or primary right of way access.

* * *

Street: ~~A local urban thoroughfare of low speed and capacity. Its public frontage consists of raised curbs defined by inlets and sidewalks separated from the vehicular lanes by a planter and parking. The landscaping consists of regularly placed street trees.~~ A strip of land intended for vehicular traffic and providing the principal means of access to property, including but not limited to road, lane, drive, avenue, highway, expressway, boulevard, or any other thoroughfare. The term "street" shall not be deemed to include alley, except as otherwise specifically provided herein.

* * *

Visibility triangle or *vision triangle:* A triangular-shaped portion of land established at street intersections or street and driveway or alley intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. ~~For street intersections, t~~ This triangle is measured ~~35 feet in length~~ from the intersection along the abutting right-of-way lines to form a triangle. For the intersection of two streets the triangle will measure 25 feet along the property lines. For the intersection of a street and an alley or non-residential driveway on the subject property, the triangle will measure 10 feet along the property lines.~~; and for driveway intersections, this triangle is measured ten feet from the intersection along the right-of-way line and along the driveway line to form a triangle~~.

Section 5. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 and Section 3 herein upon taking effect.

Section 6. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 7. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 8. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING: December 10, 2025
SECOND READING: January 14, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 14TH DAY OF JANUARY 2026.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

5383450v1

City of Bradenton
Department of Planning & Community Development
City Council
January 14, 2026

Ordinance 4065 | PLN-TXT-25-0002
Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7 FENCES AND HEDGES TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES AND TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AND SECTION 5.2.2.4 FENCES AND HEDGES TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES AND TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10 DEFNIITIONS TO MODIFY THE DEFINITION OF "LOT", "STREET" AND "VISIBILITY TRIANGLE OR VISION TRIANGLE"; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Department of Planning and Community Development is requesting to make a modification to the Land Use Regulations related to fencing, more particularly fence heights and visibility triangle dimensions in proximity to streets and alleys.

The proposed modifications should clarify code interpretation and allow staff to permit fencing that is consistent with the built environment, primarily along alleys, therefore allowing property owners to fully enjoy their properties. The current code regulations prohibit property owners from being able to fully enclose their "rear yard" with a 6-ft. high fence, if adjacent to an alley.

In addition, staff is proposing to minimize the visibility triangle at intersections of streets and alleys. The proposed dimension is a minimal reduction and still exceeds FDOT standards and those neighboring jurisdictions.

The following is a summary of the changes:

- Reduce the size of the corner visibility triangle to 25 feet at the intersection of streets and 10 feet at the intersection of streets with alleys or driveways on the same property.
- Fences will be allowed at 6 feet in height along alleys
- Because the visibility triangle is reduced, fences will be required to be open picket in the primary front yard.
- Clarification is provided for temporary fences for events or construction sites
- Allowance is made for the fencing of vacant property with stipulations
- Retaining walls and other solid walls cannot be placed in easements
- Project walls will be allowed around schools and developments provided they meet visibility triangle setbacks.
- Property frontage and lot line designation is clarified to allow fences and accessory structures along alleys
- Streets and alleys are better defined to allow greater latitude along alley frontage.

The purpose of this Ordinance is to provide better clarity in the determination of allowable fences and other accessory structures regarding property frontage. It is consistent with State limitations on the modification of land use regulations and will generally make the regulations less restrictive.

The Planning Commission voted 7-0 to recommend approval at the November 19, 2025 meeting with changes to include: the size of school campus that would be allowed fencing; the limitation on fences in the front yard to include horizontal or rail fencing; and, inclusion of a diagram depicting the corner visibility triangles on a residential property.

Sincerely,



Robin S. Singer
Director of Planning & Community Development

From: Jenn McGuire
To: Planning
Subject: [EXTERNAL] Support for Proposed Amendment Allowing 6-Ft Fences Along Roadways/Alleys
Date: Thursday, November 6, 2025 12:51:43 PM

This Message Is From an External Sender
This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Dear Members of the Planning Commission,
Thank you for the opportunity to provide input regarding the proposed recommendation to allow six-foot fences along roadways and alleys in the City of Bradenton. My family and I are residents of 12th Avenue W, and our property backs onto the alley that runs between 12th Avenue W and 13th Avenue W. We currently have a permit application under review (RES-FEN-25-0126) to install a six-foot fence along the alley-facing side of our yard.
We would like to express our strong support for this recommendation.
Along the alley behind our home, there are ten houses on this block, and every property except ours currently has a six-foot fence. The entire length of the alley is lined with six-foot fencing, creating a uniform appearance and ensuring a reasonable level of privacy and security for the homeowners. As it stands, our property would be the only yard open and exposed to the alley should we be limited to a four-foot fence. This alley is used regularly by pedestrians and dog-walkers, and without a fence height consistent with neighboring properties, our backyard would have no privacy. A four-foot fence in this context would be noticeably inconsistent with the surrounding homes and out of character with the existing streetscape. It would also be functionally ineffective in providing privacy, security, and a reasonable separation between private yard space and a public footpath.
We fully understand and respect the intent behind fence height limitations; however, in this particular zoning context, the current standard results in an outcome that is both visually inconsistent and inequitable for homeowners who live along alleys with existing six-foot fences. Allowing a uniform fence height along these corridors would restore cohesive neighborhood character while allowing residents to maintain privacy and safety.
We respectfully and sincerely encourage the Planning Commission to approve the proposed amendment. It would allow our property and others in similar situations to conform to the existing environment and maintain the privacy that is clearly intended and established along this alley.
Thank you very much for your consideration and for your service to the Bradenton community.

Sincerely,

Jennifer McGuire
Jennifer McGuire
McG & Company Content Marketing
941.387.4777
jennifermcguirefl@gmail.com

jenn-mcguire.com

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7, FENCES AND HEDGES, TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AMENDING SECTION 5.2.2.4, FENCES AND HEDGES, TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10, DEFNIITIONS, TO MODIFY DEFINITIONS RELATED THERETO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The proposed Ordinance will clarify the requirements for fences, walls and property frontage that will better reflect existing improvements and the intent of the Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
There are not anticipated compliance costs, new fees or regulatory costs as a result of this Ordinance. It may result in fewer variances, which would reduce costs for property owners.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
It is estimated that six for fewer businesses would be impacted annually and the impact may be positive.

4. Additional information the governing body deems useful (if any):
This Ordinance was heard by the Planning Commission at an advertised public hearing. The Ordinance will reduce the code requirements. Fence companies will be notified once passed.

AGENDA ITEM NO. 9.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4066 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, POLICY 1.2.1 AND OMITTING POLICY 1.2.2 ADDRESSING LAND USE AND DENSITY IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and second public hearing will be scheduled once the City receives approval from the State.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The City adopted changes to the Comprehensive Plan that addressed the requirements for an increase in density within the Coastal High Hazard Area. That amendment did not address the assignment of additional density bonuses because the petitioner was not interested in density bonuses.

Staff is bringing this amendment forward to allow for the assignment of density bonuses permitted in the Coastal High Hazard Area.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and second public hearing will be scheduled once the City receives approval from the State.

ATTACHMENTS:
Ordinance 4066
Staff Report

ORDINANCE NO. 4066

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, POLICY 1.2.1 AND OMITTING POLICY 1.2.2 ADDRESSING LAND USE AND DENSITY IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (the "LPA") for the City of Bradenton; and

WHEREAS, Ordinance 4035 amended the Comprehensive Plan to provide for the City to consider increases in density in the Coastal High Hazard Area subject to criteria consistent with State Statutes; and

WHEREAS, the City now wishes to provide for additional amendments to the Comprehensive Plan consistent with this policy change; and

WHEREAS, the LPA and the City Council have in the preparation of the Amendment to the City's Comprehensive Plan performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, work-shops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on December 17, 2025, to consider the proposed Amendment; and

WHEREAS, the LPA, having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, the City Council held its first of two required public hearings on January 14, 2026, and approved the Amendment for transmittal to applicable reviewing agencies; and

WHEREAS, based on the matters of record received by the City Council at the required public hearings held on January 14, 2026 and _____, 2026 after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance.

2. The City Council hereby adopts the following amendments to the City of Bradenton Comprehensive Plan as detailed below:

- The Future Land Use Element of the Comprehensive Plan, Policy 1.2.1 is hereby amended to read as shown in Exhibit A, which is attached hereto and made a part hereof by reference.

- The Future Land Use Element of the Comprehensive Plan, Policy 1.2.2 is hereby deleted as shown in Exhibit A, which is attached hereto and made a part hereof by reference.

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS ___TH DAY OF _____, 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

LEGAL NOTE

I hereby certify that I have approved the form of this Ordinance No. 4066.

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission:	December 17, 2025
City Council First Reading/Transmittal Hearing:	January 14, 2026
City Council Second Reading/Adoption Hearing:	_____, 2026

Exhibit "A"

Future Land Use Element

Goals Objectives and Policies

* * *

Policy 1.2.1 Establish a Future Land Use Map
The Future Land Use Map shall govern the use of land in the City of Bradenton, defining types and intensities of uses within each category, and is hereby adopted as part of this Comprehensive Plan. The following future land use categories are established:

* * *

Urban Core

* * *

Maximum floor area ratio: 12.0
Maximum base density: 60 dwelling units acre, up to 200 units per acre if approved by the city council and meets the following criteria:

- Provides for multi-use solutions for transportation with an emphasis on alternate transit modes and pedestrian access and walkability;
- Development that is arranged in block dimensions that maintain a pedestrian scale
- ~~Is not located in the Coastal High Hazard Area~~
- Includes a public park, plaza, courtyards and/or public art.
- Architecture that recognizes the existing context of the area and provides for massing, height, building composition, proportion and materials

* * *

~~**Policy 1.2.2** The City shall not grant density bonuses within areas of special flood hazard or within the Coastal High Hazard Area.~~

* * *

City of Bradenton
Department of Planning & Community Development
City Council
January 14, 2026

Ordinance 4066 | PLN-CPA-25-0002
Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, POLICY 1.2.1 AND OMITTING POLICY 1.2.2 ADDRESSING LAND USE AND DENSITY IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Department of Planning and Community Development is requesting to make a modification to the Comprehensive Plan related to the assignment of density bonuses in the Coastal High Hazard Area. Ordinance 4066 will eliminate the prohibition of density bonuses in the Coastal High Hazard Area within the Urban Core Future Land Use Designation under Future Land Use Element Policy 1.2.1 of the Comprehensive Plan; and, delete the prohibition of density bonuses in the Coastal High Hazard Area throughout the City under Future Land Use Element Policy 1.2.2.

Under Ordinance 4035, the City amended the Comprehensive Plan to allow for future land use map amendments that would result in an increase in density in the Coastal High Hazard Area (CHHA). The changes were consistent with Florida State Statute 163.3178(8) which provides for increases in density in the CHHA if evacuation requirements are met. That Ordinance was brought forward by a private property owner that had an interest in a future land use amendment but was not interested in additional density bonuses beyond the base density allowed in the proposed designation.

In most future land use designations density bonuses are granted to allow affordable housing units. In the Urban Core future land use designation additional density bonuses are allowed to encourage redevelopment in the City's Downtown. The assignment of additional density in the Urban Core, other than those permitted for affordable housing, requires City Council approval. However, the existing criteria for these density bonuses is prohibited by the criteria for these petitions.

At the time that the Comprehensive Plan was drafted, State Statutes discouraged the increase of allowable density in the CHHA. That legislation has changed to allow for the increase provided that evacuation standards are met. Changes to the future land use designation that increase density in the CHHA will require a development agreement that provides for the evacuation standards. With the proposed ordinance, the development agreement will anticipate the maximum density for the project,

which may include bonuses. This will also allow properties that are already in the Urban Core to use density bonuses, while still providing for City Council approval.

This is a staff initiated petition to provide for consistent allocation of density within the CHHA. Staff is recommending approval of this amendment. The Planning Commission voted unanimously to recommend approval at the December 17, 2025 meeting. If approved by City Council on First Reading in January, the amendment will be submitted to the State for review with an anticipated Second Reading in March.

Sincerely,



Robin S. Singer
Director of Planning & Community Development

AGENDA ITEM NO. 9.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Volker Reiss, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4071 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-241 OF THE CITY CODE OF ORDINANCES TO MODIFY CERTAIN PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Certain sections of the International Property Maintenance Code (IPMC) are in conflict with the Building and Fire Code. This ordinance exempts the sections of the IPMC in conflict.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
The City Attorney drafted the ordinance.

SUGGESTED MOTION:

Motion to approve Ordinance 4071.

ATTACHMENTS:
Ordinance 4071

ORDINANCE NO. 4071

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-241 OF THE CITY CODE OF ORDINANCES TO MODIFY CERTAIN PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously adopted the 2024 edition of the International Property Maintenance Code (the "IPMC") by reference as the property maintenance code of the City, including specific revisions thereto; and

WHEREAS, the City desires to update local revisions to the IPMC to modify certain provisions which conflict with the Florida Building Code and the Florida Fire Prevention Code, as described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BTADENTON, FLORIDA:

Section 1. **Findings of Fact**. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. **Amended Code Language**.

A. Section 18-241 of the City Code of Ordinances of the City of Bradenton, Florida is hereby amended to read as follows:

Sec. 18-241. Revisions.

The following sections of the International Property Maintenance Code are hereby revised as follows:

Section 101.1. General. Insert the City of Bradenton as the jurisdiction.

Section 103.1, 103.2 and 103.3. Department of Property Maintenance and Inspection. Delete Sections 103.1., 103.2., and 103.3 and replace with following: Code Enforcement Division of the City of Bradenton and Code Official shall be charged with the enforcement of this Code in the manner in which other building and safety codes and property codes are enforced in the City. The Code Official may utilize any code enforcement officers and other employees of the City for enforcement of this ordinance and may delegate to such individuals' authority to carry out this Code.

Section 302.4 Insert 10 inches (254mm). Insert Grass-type ground cover shall not exceed six inches.

Section 304.14 Insert January 1st and December 31st

Section 602.3 Insert October 1st and March 31st

Section 602.4 Insert October 1st and March 31st

Section 704.1.1: Fire protection and life safety systems.

Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with the Florida Building Code and the Florida Fire Prevention Code~~is code the International Fire Code and the International Building Code~~.

Section 704.1.2: Required fire protection and life safety systems.

Fire protection and life safety systems required by the Florida Building Code or the Florida Fire Prevention Code~~is code, the International Fire Code or the International Building Code~~ shall be installed, repaired, operated, tested, and maintained in accordance with the requirements of said Code~~is code~~. A fire protection and life safety system for which a design option, exception or reduction to the provisions of the Florida Building Code or the Florida Fire Prevention Code~~is code, the International Fire Code or the International Building Code~~ has been granted shall be considered a required system.

Section 3. **Repeal of Ordinances in Conflict**. All ordinances, or parts thereof, in conflict herewith shall be repealed to the extent of such conflict.

Section 4. **Severability**. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. **Effective Date**. This Ordinance shall take effect as provided by law.

FIRST READING	December 10, 2025
PUBLICATION DATE	December 28, 2025
SECOND READING	January 14, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th, day of January, 2026.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

5378351v1

AGENDA ITEM NO. 10.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Contract

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

SUBJECT: Contract for Purchase and Sale for 1105 18th Street West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Urban Group was selected by the City to provide real estate brokerage services to assist in the disposition of City surplus properties. The Urban group listed property located at 1105 18th Street West on the MLS for $75,000.00. As a result of said listing, the City received two offers on the subject vacant lot. We are bringing this offer to you today for consideration as we believe the purchase price of $80,500.00 ($5,500.00 over the listing price) is a desirable offer. The other offer on the property had an escalation clause that would bring the purchase price slightly higher but involved a due diligence and inspection period and extended the time to close.

We believe this offer will result in a fair price for this lot and result in an expedient and efficient closing. The buyer will be responsible for all closing costs, and the conveyance will be by special warranty deed, as required by the City's Disposition of Surplus Property Policy.

Additionally, as the property was designated by City Council as suitable for affordable housing, the City's Policy requires that the funds from the sale of the property will be deposited into the City's Affordable Housing Fund. Monies deposited into that fund may only be used to expand the production of, or the preservation of, permanent affordable housing upon the recommendation of the Affordable Housing Advisory Committee and approval by City Council.

FINANCIAL IMPACT:
$80,500.00 purchase price to the City of Bradenton Affordable Housing Fund and return of the property to the tax rolls.

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

SUGGESTED MOTION:
Motion to approve the Contract for Purchase and Sale for 1105 18th Street West, forwarding of the required Notice to the Affordable Housing Advisory Committee, and authorize the Mayor to execute all closing documents required to consummate the sale.

ATTACHMENTS:
Contract for Purchase and Sale

dotloop signature verification: dtlp.us/1I9F-WarE-uh8c/K
Authentisign ID: 8E92ABE6-75E9-F011-8195-000D3A1E5303
Authentisign ID: 8E92ABE6-75E9-F011-8195-000D3A1E5303

Vacant Land Contract

FloridaRealtors®

1. Sale and Purchase ("Contract"): ~~BRADENTON CITY OF~~ City of Bradenton, a Florida municipality ("**Seller**") and Jennifer Owens and Clayton Owens ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 1105 18th St W, 6, Bradenton, FL 34205
Legal Description: ~~LOT 6 BLK 5 FAIRVIEW PARK PI#43855.0000/6~~
Lot 6, Block 5, FAIRVIEW PARK SUBDIVISION, as per plat thereof recorded in Plat Book 2, Page 88, of the Public Records of Manatee County, Florida

SEC 35 /TWP / 34s /RNG 17e of Manatee County, Florida. Real Property ID No.: 4385500006
including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) ..... $ 80,500 ~~75,000~~
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Preferred Settlement Services
Escrow Agent's Contact Person: Sara Huddleston
Escrow Agent's Address: 1605 Main Street, Suite 1112, Sarasota
Escrow Agent's Phone: (941) 376-9551
Escrow Agent's Email: sara@preferredsettlement.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☑ will be delivered to Escrow Agent within 3 days (3 days if left blank) after Effective Date ..... $ 25,000

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ _____

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $ _____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 1/07/26 ~~1/23/2025~~, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on On or Before 1/30/2026 ~~01/23/2026~~ ("Closing Date"), ~~9:47 AM EST~~ specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☑ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ ~~statutory warranty~~ deed |X| special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☑ **Buyer's** expense and (**Check one**) |X| within 10 days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

(1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☑ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** X **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) PROPERTY TAX DISCLOSURE SUMMARY: **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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Matt Rosenbaum	Jennifer Owens
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
mrosenbaum@theurbangroup.com	jenowensrealtor@gmail.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
	877-366-2213
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
THE URBAN GROUP, INC.	LPT Realty, LLC
Listing Brokerage	**Buyer's Brokerage**
	1400 S International Parkway, Lake Mary, FL 32746
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Back-up Contract
- ☐ B. Kick Out Clause
- ☐ C. HOA Addendum
- ☑ D. Other Personal Interest, Compensation Agreement, escalation clause

23. Additional Terms:

Seller's obligation to close is expressly contingent upon approval by the City Council of the City of Bradenton ("City Council"). If the City Council fails to approve the Contract prior to the Closing Date, the Contract shall be deemed terminated, and Buyer's deposit shall be returned to Buyer.

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Buyer agrees that the Property is being acquired by Buyer on an "AS IS" AND "WITH ALL DEFECTS" basis and "WITH ALL FAULTS" existing as of the Closing Date. Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in the Contract or in any of the documents to be executed and delivered by Seller at Closing, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof

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COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- ☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

Buyer GO 12/19/25 2:08 PM EST dotloop verified GO 12/19/25 2:39 PM EST dotloop verified and Seller Authentisign RP acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

381* **Buyer:** Jennifer Owens dotloop verified 12/19/25 2:08 PM EST EX84-TNAR-LQMU-ZRMP Date:

382* Print name: Jennifer Owens

383* **Buyer:** Clayton Owens dotloop verified 12/19/25 2:07 PM EST ZXTB-ZF7N-JLCC-8HFM Date:

384* Print name: Clayton Owens

385 **Buyer's** address for purpose of notice:

386* Address:

387* Phone: Fax: Email: jenowensemail@gmail.com

388* **Seller:** Authentisign Rob Perry Date: 01/07/26

389* Print name:

390* **Seller:** Date:

391* Print name:

392 **Seller's** address for purpose of notice:

393* Address:

394* Phone: Fax: Email:

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Escalation Addendum to Contract

The following provisions are made part of the Contract between

City of Bradenton ("Seller") and

Jennifer Owens and Clayton Owens ("Buyer") concerning

1105 18th St W, 6, Bradenton, FL 34205 ("Property").

Buyer offered Seller $ 75,000.00 ("Purchase Price") to purchase Property as set forth in the (**CHECK ONE**):

☐ "AS IS" Residential Contract for Sale and Purchase ("AS IS FR/BAR")

☐ Residential Contract for Sale and Purchase ("FR/BAR")

☐ Contract for Residential Sale and Purchase ("CRSP")

☐ Commercial Contract

☑ Vacant Land Contract

Buyer agrees to increase the Purchase Price, if there is a bona fide, unexpired (not beyond time for acceptance) offer from a competing buyer, received by and acceptable to Seller ("Competing Offer"). The increase shall be calculated as follows:

(BUYER TO COMPLETE THIS SECTION):

Buyer agrees that Purchase Price shall be increased by $ 1,000 ("Escalation Amount") over the purchase price set forth in Competing Offer up to $ 80,500 ("Maximum Purchase Price"). If the increased Purchase Price exceeds the Maximum Purchase Price, then Buyer's offer shall be the Maximum Purchase Price and the Escalation Amount will be reduced accordingly.

CHECK ONE:

☑ (a) At Closing, Buyer shall pay cash to cover applicable Escalation Amount. Buyer's proof of funds is attached with the offer.

☐ (b) Buyer shall seek financing for applicable Escalation Amount. **Buyer should verify the ability to finance the Escalation Amount with lender.** If this option is selected, the amount Buyer is financing is amended to include applicable Escalation Amount.

(IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED)

(SELLER TO COMPLETE THIS SECTION):

Seller agrees to the revised Purchase Price (calculated as Competing Offer purchase price + Escalation Amount, not to exceed Maximum Purchase Price) of $ 80,500 .

RP

Seller shall provide a copy of the Competing Offer (with competing buyer's identification redacted) at or prior to time Seller accepts or counters Buyer's offer in writing. In the event Seller fails to timely furnish Buyer with a copy of the Competing Offer, the Purchase Price shall not be increased by applicable Escalation Amount.

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Parties acknowledge and understand that use of this Escalation Addendum:

- is voluntary and intended to increase the competitiveness of Buyer's offer to Seller;
- reveals Buyer's highest and best offer, which is not usually nor necessarily in Buyer's best interest;
- allows Seller to share Buyer's offer with potential competing buyers;
- requires Buyer to consider whether Property is worth the revised Purchase Price and/or Maximum Purchase Price;
- requires Seller to consider how Buyer intends to pay any Escalation Amount in addition to other terms of the Contract;
- could impact Buyer's ability to obtain financing and whether appraised value will be sufficient to satisfy Buyer's lender, if applicable;
- does not obligate Buyer's lender to the terms of the Contract, if applicable;
- has legal ramifications and Parties should seek the advice of counsel prior to signing;
- requires Seller to operate in good faith and only present bona fide competing offers; and
- requires Buyer and Seller to use care and diligence in the course of the transaction for the reasons stated herein.

Jennifer Owens Buyer	dotloop verified 12/19/25 12:35 PM EST PHKH-XTXE-RCLH-Z66T Date
Clayton Owens Buyer	dotloop verified 12/19/25 12:34 PM EST 4E84-JFMR-RDAH-6RL9 Date
AuthentiSIGN Rob Perry Seller	01/07/26 Date
Seller	Date

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AGENDA ITEM NO. 10.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Contract

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

SUBJECT: Contract for Purchase and Sale for 2104 12th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Urban Group was selected by the City to provide real estate brokerage services to assist in the disposition of City surplus properties. The Urban group listed property located at 2104 12th Ave W on the MLS for $230,000.00. As a result of said listing, the City received ten offers on the subject property. We are bringing this offer to you today for consideration as we believe the purchase price of $288,000.00 ($58,000 over the listing price and $8,000.00 over the appraised value) is a desirable offer. The other offers on the property were lower and many involved due diligence and inspection periods that would extend the date of closing and the City's obligations thereunder.

We believe this offer will result in a fair price for this lot and result in an expedient and efficient closing. The buyer will be responsible for all closing costs, and the conveyance will be by special warranty deed, as required by the City’s Disposition of Surplus Property Policy.

FINANCIAL IMPACT:
$288,000.00 purchase price and return of the property to the tax rolls. The funds from this sale will need to be returned to the Water/Sewer Fund as this was the source of funding when the property was acquired by inverse condemnation related to the dredging of Wares Creek.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters

SUGGESTED MOTION:
Motion to approve the Purchase and Sale Contract for the property located at 2104 12th Avenue West, Bradenton, Florida and authorize the Mayor to execute all closing documents required to consummate the sale.

ATTACHMENTS:
Contract for Purchase and Sale

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COMPASS

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: City Of Bradenton, a Florida municipality ("Seller"), and Brenda Gulbrandson ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 2104 12TH AVENUE W, BRADENTON, Florida 34205

(b) Located in: Manatee County, Florida. Property Tax ID #: 4071600003

(c) Real Property: The legal description is

Lot 14 and 15 J.R. CURRY RESUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page 89-S of the Public Records of Manatee County, Florida.

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

$288,000.00 BL

2. PURCHASE PRICE (U.S. currency): ..... $ ~~275,000.00~~

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ 20,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

RP

Escrow Agent Name: Fortis Title & Escrow

Address: 501 E Kennedy BLVD Suite 1400 Tampa, FL 33602 Phone: (757) 844-3100

E-mail: LCarrasco@fortis-title.com Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S)..... $ Balance ~~288,000.00~~ BL

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

RP

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before January 15, 2026, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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Form Simplicity

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10 Days following City Approval

this Contract, the Closing shall occur on ~~or before January 15, 2026~~ ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- ~~Seller's Closing Services~~
- Other: _____

~~If, prior to Closing, Seller is unable to meet the AS-IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS-IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS-IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.~~

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

* ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

* ☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

* ☐ (iii) [**MIAMI-DADE/BROWARD REGIONAL PROVISION**]: Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed $_____ (if left blank, then $200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

* ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

* ☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer * may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

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PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, ~~Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.~~

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have*** 0 ***(if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

"special warranty deed"

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☒ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ FF. Credit Related to Buyers Broker Compensation
- ☐ GG. Sellers Agreement with Respect to Buyers Broker Compensation
- ☒ Other: Escalation clause

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588 * **20. ADDITIONAL TERMS:**

589 BL
590 Seller's obligation to close is expressly contingent upon approval by the City Council of the City of Bradenton
591 Authentisign RP
592 ("City Council"). If the City Council fails to approve the Contract prior to the Closing Date, the Contract shall
593 be deemed terminated, and Buyer's deposit shall be returned to Buyer.

594 Buyer agrees that the Property is being acquired by Buyer on an "AS IS" AND "WITH ALL DEFECTS" basis
595 and "WITH ALL FAULTS" existing as of the Closing Date. Buyer acknowledges that it will be acquiring the
596 Property on the basis of its own investigations. Except as expressly set forth in the Contract or in any of the
597 documents to be executed and delivered by Seller at Closing, no representations or warranties have been
598 made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm,
599 agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the
600 Property or the value, expense of operation, or income potential thereof, the reliability of any information
601 furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition,
602 Authentisign BG repair, value, expense of operation or income potential of the Property or any portion thereof."
603
604 Propety shall be conveyed via special warranty deed to the buyer
605
606 Authentisign RP

COUNTER-OFFER

607 * ☐ Seller counters Buyer's offer.

608 **[The remainder of this page is intentionally left blank.**
609 **This Contract continues with line 610 on Page 13 of 13.]**

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: 12/29/2025

Buyer: _____ Date: _____

Seller: Rob Perry Date: 01/07/26

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Ashlee Morrell	Matt Rosenbaum
Cooperating Sales Associate, if any	**Listing Sales Associate**
THE URBAN GROUP, INC.	THE URBAN GROUP, INC.
Cooperating Broker, if any	**Listing Broker**

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Serial#: **013977-800176-7052459**

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325

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COMPASS

Escalation Addendum to Contract

The following provisions are made part of the Contract between
City Of Bradenton ("Seller") and
Brenda Gulbrandson ("Buyer") concerning
2104 12TH AVENUE W, BRADENTON, Florida 34205 ("Property).

Buyer offered Seller $275,000.00 ("Purchase Price") to purchase Property as set forth in the (**CHECK ONE**):

☒ "AS IS" Residential Contract for Sale and Purchase ("AS IS FR/BAR")

☐ Residential Contract for Sale and Purchase ("FR/BAR")

☐ Contract for Residential Sale and Purchase ("CRSP")

☐ Commercial Contract

☐ Vacant Land Contract

Buyer agrees to increase the Purchase Price, if there is a bona fide, unexpired (not beyond time for acceptance) offer from a competing buyer, received by and acceptable to Seller ("Competing Offer"). The increase shall be calculated as follows:

(BUYER TO COMPLETE THIS SECTION):

Buyer agrees that Purchase Price shall be increased by $2,000.00 ("Escalation Amount") over the purchase price set forth in Competing Offer up to $300,000.00 ("Maximum Purchase Price"). If the increased Purchase Price exceeds the Maximum Purchase Price, then Buyer's offer shall be the Maximum Purchase Price and the Escalation Amount will be reduced accordingly.

CHECK ONE:

☒ (a) At Closing, Buyer shall pay cash to cover applicable Escalation Amount. Buyer's proof of funds is attached with the offer.

☐ (b) Buyer shall seek financing for applicable Escalation Amount. **Buyer should verify the ability to finance the Escalation Amount with lender.** If this option is selected, the amount Buyer is financing is amended to include applicable Escalation Amount.

(IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED)

(SELLER TO COMPLETE THIS SECTION):

Seller agrees to the revised Purchase Price (calculated as Competing Offer purchase price + Escalation Amount, not to exceed Maximum Purchase Price) of $_$288,000 ___.

RP

Seller shall provide a copy of the Competing Offer (with competing buyer's identification redacted) at or prior to time Seller accepts or counters Buyer's offer in writing. In the event Seller fails to timely furnish Buyer with a copy of the Competing Offer, the Purchase Price shall not be increased by applicable Escalation Amount.

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Parties acknowledge and understand that use of this Escalation Addendum:

- is voluntary and intended to increase the competitiveness of Buyer's offer to Seller;
- reveals Buyer's highest and best offer, which is not usually nor necessarily in Buyer's best interest;
- allows Seller to share Buyer's offer with potential competing buyers;
- requires Buyer to consider whether Property is worth the revised Purchase Price and/or Maximum Purchase Price;
- requires Seller to consider how Buyer intends to pay any Escalation Amount in addition to other terms of the Contract;
- could impact Buyer's ability to obtain financing and whether appraised value will be sufficient to satisfy Buyer's lender, if applicable;
- does not obligate Buyer's lender to the terms of the Contract, if applicable;
- has legal ramifications and Parties should seek the advice of counsel prior to signing;
- requires Seller to operate in good faith and only present bona fide competing offers; and
- requires Buyer and Seller to use care and diligence in the course of the transaction for the reasons stated herein.

Buyer	Date 12/29/2025
Buyer	Date
Seller AuthentiSIGN Rob Perry	Date 01/07/26
Seller	Date

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

COMPASS

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between City Of Bradenton (SELLER) and Brenda Gulbrandson (BUYER) concerning the Property described as 2104 12TH AVENUE W, BRADENTON, Florida 34205

Buyer's Initials _____ _____ ***Seller's Initials*** RP _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

_____ **(a)** Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ **(b)** Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ **(c)** Buyer has received copies of all information listed above.

_____ **(d)** Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home*.

_____ **(e)** Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

_____ **(f)** Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Rob Perry	01/07/26		12/29/2025
SELLER	Date	BUYER	Date
SELLER	Date	BUYER	Date
			12/30/25
Listing Licensee	Date	Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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COMPASS

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between ~~City of Bradenton~~ (SELLER) and ~~Morro Properties LLC~~ Brenda Gulbrandson (BUYER) concerning the Property described as _____

_____

Buyer's Initials ~~AA~~ _____ _____ ***Seller's Initials*** RP _____ _____

AA. LICENSEE DISCLOSURE OF PERSONAL INTEREST IN PROPERTY

~~Ashlee Morrell~~ has an active or inactive real estate license and has a personal interest in the Property (specify if licensee is related to a party, or is acting as Buyer or Seller, etc.) ~~Ashlee Morrell is the owner of the buying entity.~~ Ashlee Morrell is related to the buyer.

RP

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AGENDA ITEM NO. 10.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 10.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

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

SUBJECT: Work Assignment for Professional Engineering Services for Lift Station 03 Expansion

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The LS03 expansion is necessary for the demolition of existing insufficient LS13. The City executed a CMAR agreement in December 2025, and the attached scope is the Engineering Professional Services for design and permitting associated with the Construction Manager at Risk (CMAR) for the Guarantee Maximum Price (GMP) and construction.

The scope of services encompasses the design of the expansion of Lift Station 3 and associated force main, and includes preparation of permit-ready drawings and technical specifications for review by the City and the Florida Department of Environmental Protection. Jacobs will complete detailed design documents for all components,
including final site layout, mechanical and electrical elevations, and site restoration plans. Jacobs will additionally manage and coordinate the overall schedule and budget for the project with the Construction Manager at Risk, and act as engineer of record during the construction phase of the project.

FINANCIAL IMPACT:
The design and construction of LS03 is partially funded through a FDEP Resiliency

grant (+/-$3.0M). The design scope is in conjunction with the CMAR scope approved by Council in December 2025.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for Professional Engineering Services for Lift Station 03 Expansion.

ATTACHMENTS:
Work Assignment for Professional Engineering Services for Lift Station 03 Expansion

Direct Select Form

Request Date	Contract No.	Cost Estimate
10/30/2025	RFP-22-029TWS	$587,856.00

Requested By:	Division / Department:
Brian Norman, Environmental Protection Engineer 2	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback, Engineering Manager

Library Category:	Vendor Name:
Water & Wastewater Design	Jacobs Engineering Group, Inc.

Work Assignment Title: Professional Engineering Services for LS #03 Expansion

Description of Requested Services:

The scope of services encompasses the design of the expansion of Lift Station 3 and associated force main, and includes preparation of permit-ready drawings and technical specifications for review by the City and the Florida Department of Environmental Protection. Jacobs will complete detailed design documents for all components, including final site layout, mechanical and electrical elevations, and site restoration plans. Jacobs will additionally manage and coordinate the overall schedule and budget for the project with the Construction Manager at Risk, and act as engineer of record during the construction phase of the 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:

Jacobs has successfully completed the Basis of Design Report for the LS03 Expansion, making their team a natural fit to carry out the remaining design work for this project and guide it through construction. They have sufficient staff who are familiar with the City's wastewater collection system to complete the work efficiently as well as all necessary technical expertise and resources to deliver a successful project.

Requestor: Brian R. Norman, P.E.	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2025.10.30 14:39:49 -04'00'	**Date:** 10/30/2025
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.11.03 14:23:50 -05'00'	**Date:** 11/03/2025
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.11.03 14:51:15 -05'00'	**Date:** 11/03/2025

CONTRACT RFP-22-029TWS
BETWEEN
Jacobs Engineering Group, Inc.
And
CITY OF BRADENTON
ASSIGNMENT NO. 2025-7
WORK ASSIGNMENT TITLE: Professional Engineering 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. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. SUBCONTRACTOR USAGE FORM

Work Assignment Proposed Price: $ 5 8 7 , 8 5 6 . 0 0

Contractor's PROJECT MANAGER:
NAME: Allie Bittle, P.E. TITLE: Project Manager

EMAIL: Allie.Bittle@jacobs.com PHONE: 941-356-5439

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, P.E. TITLE: Environmental Protection Engineer 2

EMAIL: brian.norman@bradentonfl.gov PHONE: 941-290-9385

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: Allie Bittle, P.E.
(PRINT NAME)
SIGNATURE: Digitally signed by Alexandra E. Bittle Date: 2025.10.30 13:57:14-04'00' Date_____

CITY PROJECT MANAGER: Brian R. Norman, P.E.
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2025.10.30 13:38:48 -04'00' Date_____

CONSULTANT DESIGNATED MANAGER: Joelle Francois, P.E.
SIGNATURE Joelle S Francois Date 10/30/25

CITY MAYOR: Gene Brown
(PRINT NAME)
SIGNATURE:_____ Date_____

October 30, 2025

Attn: Brian Norman, PE
City of Bradenton Public Works & Utilities
888 13th Ave E
Bradenton, FL 34208

Project: City of Bradenton Lift Station 03 Improvements

A. EXECUTIVE SUMMARY

The City of Bradenton (City) has requested Jacobs Engineering Group Inc. (Jacobs) to provide professional engineering services for the design and permitting of a new lift station (LS03) and a force main connection to the existing sanitary system. These services will be performed under the Master Service Agreement (MSA) dated March 22, 2023.

The scope includes expansion of LS03 to accommodate increased flows, incorporation of resilient design measures to mitigate flood risk, and preparation of permit-ready drawings and technical specifications for review by the City and the Florida Department of Environmental Protection (FDEP). Jacobs will complete detailed design documents for all components, including final site layout, mechanical and electrical elevations, and site restoration plans.

Coordination with adjacent residents, commercial businesses, and City staff will be integrated throughout the design process to address access, service continuity, and roadway restoration. Final resilience measures will be confirmed, including elevation of electrical equipment and compliance with applicable flood design criteria.

B. PROJECT UNDERSTANDING

Jacobs will provide design, permitting, and coordination services for the new expansion of Lift Station 03 (LS03, with a segment of approximately 1,400 linear feet of proposed force main. Jacobs will also provide demolition plans for the existing Lift Station 13 and Lift Station 03. The demolition plans will be provided to FDEP as part of the permitting process for the new build of LS03. This scope supports the City's resilience goals, FDEP grant requirements, and Consent Decree compliance.

1.1 Lift Station 03 Expansion

- Design of submersible-pumps, wet well lift station with elevated finished floor elevation (≥10.5 feet North American Vertical Datum of 1988 [NAVD88]) as preliminarily designed in Jacobs BODR submitted in February 2025 to the City.
- Integration of LS13 flows into the LS03 system and pump station design
- Site layout, including wet well, diesel generator, discharge piping, control panel, and access driveway
- Electrical and mechanical design in accordance with American Society of Civil Engineers (ASCE) 24-14 and Florida Building Code (FBC) 2023
- Coordination with Florida Power & Light (FPL) for new electrical handhole connection
- As specified in Section 4.2 of the Basis of Design Report (BODR), removal of diesel pump
- Control panel (Barney's Pumps)
- Wet well and manholes (ArmoRock polymer, cast-in boots, 4-foot width)
- Meet minimum elevation and level-of-service criteria:
    - Risk Class III, Flood Design Class 3/4
    - Electrical/mechanical elevation: ≥10.5 feet NAVD88

1.2 Force main Addition

- Coordination with City on drill pit locations and right-of-way (ROW) impacts
- Review force main route and identify conflicts

- Coordinate directional drill discharge into manhole (MH) at 22nd Street and 2nd Avenue E (MH to be lined with Green Monster Liner (GML) and/or similar product per City approval)

1.3 Permitting

- Attend FDEP Pre-application meeting
- Prepare and submit FDEP permit applications
- Coordinate with City and regulatory agencies
- Provide comment response submittals to FDEP. A draft submittal will be provided to the City for review in advance of FDEP submittals.

1.4 Preconstruction Services (Guaranteed Maximum Price [GMP]-1 Review)

Jacobs will support the CMAR by reviewing technical specifications and submittals for the following:

- Pumps and motors (oil encapsulated motor)
- Control panel (Barney's Pumps)
- Generator (diesel)
- Wet well and MHs
- Plug valves, check valves, and air release valves

Jacobs will also complete buoyancy calculations for the wet well and MHs using a factor of safety of 2.0.

C. SCOPE OF WORK

Jacobs will provide professional engineering services for the project. Services will be performed on a lump-sum or time and material basis and are organized into the following tasks.

Project Management

Jacobs will manage and coordinate the overall schedule and budget for the project with the CMAR. This includes leading kickoff and progress meetings, maintaining communication with City staff and regulatory agencies, and ensuring alignment with FDEP grant requirements/timelines and Consent Decree milestones. Jacobs will perform internal quality assurance and quality control reviews at key stages of the design, and will coordinate with utility providers, including FPL, throughout the process. Also included under this task is the coordination and oversight of geotechnical data collection by Terracon as described in attached fee proposal.

Task 1: Preconstruction Support Services

Jacobs will provide technical review of GMP-1 submittals, including pumps, generator, control panel, wet well, valves, and MHs. Buoyancy calculations will be completed using a factor of safety ≥2.0. Jacobs will assist with vendor coordination and evaluation of site adjustments, including potential relocation of LS03 and force main routing. Jacobs will also support the City during GMP development as needed, including responses to contractor inquiries. This task includes an allowance for subsurface utilities investigations along the force main route.

Task 2: 90% Design Phase

Jacobs will prepare detailed design documents for all project components, including final site layout, mechanical and electrical elevations, instrumentation, controls and electrical components. Permit-ready drawings and technical specifications will be developed for submittal to FDEP and the City of Bradenton. Coordination with adjacent residents, commercial businesses, and City staff will be incorporated to address access, service continuity, and roadway restoration. Final resilience measures will be confirmed, including electrical equipment elevations and compliance with flood design criteria.

Following delivery of the 90% design package to the City, Jacobs will participate in a client review meeting to discuss submitted materials and document any requested revisions. To maintain the project schedule, Jacobs requires written comments from the City within 1 week of submittal and a review meeting scheduled within that same time frame. All revisions will be incorporated into the as-builts.

Deliverables:

- Draft Technical Specifications (to be provided to City for review in advance of 90% plan submittal)
- 90% Plans and Technical Specifications submittal

Task 3: Permitting Support

Jacobs will coordinate and lead a pre-application meeting with FDEP and prepare and submit the FDEP permit application. Jacobs will provide responses to agency comments and required revisions will be incorporated into the plans. Demolition plans for the existing LS13 and LS03will be included as part of the FDEP permit package. All temporary bypass design, procedures, and required permit documentation will be provided by the City. Jacobs will coordinate demolition-related permitting efforts with FDEP, including meetings, documentation review, and integration of City-provided materials. Jacobs will also support City-led coordination with local permitting offices and ensure all design elements meet applicable regulatory standards. At construction completion, Jacobs will also review and submit as-builts to FDEP for certification.

Deliverables:

- FDEP permit submittal
- FDEP Response submittals
- FDEP as-builts and certification submittal

Task 4: Construction Phase Services and CMAR Support

Jacobs will provide technical and coordination support during the construction phase, including collaboration with the City and the selected Construction Manager at Risk (CMAR). These services will begin following completion of preconstruction activities outlined in Task 1 and will be timed to align with CMAR onboarding and construction sequencing.

Jacobs will assist the City and CMAR in preparing for and participating in coordination workshops. Workshop topics will include constructability input, value engineering opportunities, work package development, site use and sequencing strategies, contingency planning, and identification of long-lead items. Jacobs will document workshop outcomes and incorporate feedback into design deliverables and scope memos.

Risk management is the systematic process of identifying, analyzing, assigning, and managing project risks throughout the life of a project until the risk is either mitigated or avoided. Though the CMAR is ultimately responsible for managing their risks, Jacobs will advise the City about the allocation of project risks. Jacobs will use a Decision Log to help manage the risks identified in the risk register throughout the design phases of the Project. Jacobs will also assist the CMAR and the City on the following activities related to risk and scope management:

- Collaborate with the CMAR firm regarding site use, phasing of the project, selection of materials, equipment, and similar topics.
- Evaluate the impact of long-lead time items and generate a schedule for procurement of long-lead time items that will constitute part of the work as required meeting the project schedule.
- Coordinate with the CMAR firm to collectively advise City on how to mitigate or avoid identified risks captured in the risk register and Decision Log during the design phase.
- Advise City on the development and amount of contingency being proposed by the CMAR firm in their progressive estimates and GMP.

Jacobs will assist the City in reviewing CMAR cost estimates and Guaranteed Maximum Price (GMP) proposals. This includes:

- GMP-2 Review: Jacobs will support the City in reviewing and negotiating GMP-2, including evaluation of assumptions, clarifications, quantity takeoffs, unit pricing, general conditions, markups, contingencies, and allowances.

- Construction Phase Coordination: Jacobs will provide ongoing support during construction, including attendance at coordination meetings, review of submittals, and field input to maintain schedule and design intent.
- As builts: Jacobs will prepare as-built plans to submit to the City and FDEP.
- Startup Testing: Jacobs will be present during startup testing to observe operations and assist with troubleshooting. Jacobs will coordinate with City staff and CMAR to confirm system performance and readiness.
- O&M Manual Review and Crew Rollout: CMAR will provide all O&M manuals for Jacobs' review. Upon approval, Jacobs will assist with rollout and orientation for City crews, ensuring documentation is clear, complete, and aligned with operational needs.

Jacobs will act as engineer of record, to provide ongoing construction-phase support, including test reviews, technical shop drawing reviews, participation in onsite meetings, and construction coordination sessions.

Deliverables:

- Submittals and shop drawings review and responses
- RFI review and responses
- Start-up activities documentation (including review of O&M manual provided by CMAR)
- As-builts

D. ASSUMPTIONS

The following assumptions apply to the scope of services described herein:

- Engineers Opinion of Probable Cost will not be provided at any stage during this project.
- Any substantial re-design requested by the CMAR will allow Jacobs to be granted reasonable time extension of the schedule to revise the plans.
- City will provide information and submittals to satisfy FDEP permitting needs regarding the future gravity line and temporary by-pass pumping system serving LS13.
- **Basis of Design**: All design services are based on the technical criteria, site constraints, and recommendations outlined in the approved City of Bradenton BODR for Lift Station 03 Expansion, Lift Station 13 Demolition and New Gravity Sewer Collection System, Document No. 240923095230_6FBED6ED). Any significant deviation from the BODR may require scope and fee adjustment.
- **Existing Data**: Jacobs will rely on existing record drawings, flow monitoring data, utility maps, and site survey information provided by the City. No new topographic or boundary survey is included in this scope.
- **Elevation Criteria**: Design elevations for electrical and mechanical components will meet or exceed 10.5 feet NAVD88, consistent with ASCE 24-14 and FBC 2023 requirements. Final elevations are subject to confirmation of existing grade and utility constraints.
- **Resilience Standards**: Jacobs will apply Risk Category III and Flood Design Class 3/4 criteria to all applicable components. Future conditions (sea level rise, tidal surge, rainfall) will be incorporated as outlined in the BODR.
- **Permitting Scope**: Permitting services are limited to preparation and submittal of FDEP applications and coordination with regulatory agencies. Additional permitting (for example, local building, ROW, or environmental permits) is not included unless specifically authorized.
- **Site Access and Constraints**: Design assumes access to LS03 and site as described in the BODR. Significant changes to site access, tree removal, or adjacent property coordination may require scope adjustment.
- **Utility Coordination**: Jacobs will coordinate with FPL for electrical service upgrades as described in the BODR. Broader utility relocation or franchise coordination is not included.

- **On-Site Services During Construction -** The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

  Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel. The presence of Jacobs' personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- **Geotechnical Services/Unknown Subsurface Conditions** - In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- **Preparing Record Drawings** (As-Builts) - Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

E. COMPENSATION

Compensation for services for this project will be on a lump-sum basis (except for the permitting task which will be compensated on a times & materials (T&M) basis). Services will be billed monthly based on progress in accordance with the Contract terms. The total fee is based on the level of effort required to complete the services described herein.

Table E-1 outlines the anticipated breakdown of services.

Table E-1. Jacobs Fee Breakdown

Task Description	Subconsultants	Task Fee
Project Management	Geotechnical Services: $21,500	$95,913
Task 1 – Preconstruction Support Services	SUE Data Allowance: $10,000	$47,736
Task 2 – 90% Design		$310,516
Task 3 – Permitting Support (T&M)		$24,660
Task 4 – Construction Phase Services and CMAR Support		$109,031
Total Fee		**$587,856**

F. SCHEDULE

The milestone schedule is presented in Table F-1.

Table F-1. Milestone Schedule

Milestone	Target Date
Scope & Fee Finalization	October 31, 2025
Notice to Proceed (NTP)	November 13, 2025
GMP-1 Submittal	Mid-November
90% Design Submittal	December 30, 2025
FDEP and City Submittals	January 2026
As-Builts Submittal	End of Construction

G. ACCEPTANCE OF TASK ORDER

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of sixty (60) days from then above date it shall become null and void.

JACOBS ENGINEERING GROUP INC

By_____

Joelle Francois, PE
Designated Manager

Date 10/30/25

CITY OF BRADENTON

By_____

The Honorable Gene Brown
Mayor, City of Bradenton

Date_____

8260 Vico Court, Unit B
Sarasota, FL 34240
P (941) 379-0621
Terracon.com

October 27, 2025

Jacobs Engineering Group, Inc.
7126 S. Beneva Road
Sarasota, Florida 34208

Attn: Allie Bittle
P: 941.356.5439
E: Allie.bittle@jacobs.com

RE: Proposal for Geotechnical Engineering Services
Bradenton LS03 Improvements
2311 Second Ave. E.
Bradenton, Florida 34208
Terracon Proposal No. PHC255084

Dear Ms. Bittle:

We appreciate the opportunity to submit this proposal to Jacobs Engineering Group, Inc. (Jacobs) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Service.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is $21,500 with an anticipated delivery date of 5 weeks after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Michael A. Shanahan

Michael A. Shanahan
Staff Engineer

Douglas S. Dunkelberger, P.E.
Senior Principal

Reference Number: PHC255084

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Jacobs Engineering Group Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bradenton LS03 Improvements project ("Project"), as described in Consultant's Proposal dated 10/27/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Jacobs Engineering Group Inc**
By:		Date: **10/27/2025**	By:	Date:
Name/Title:	**Douglas S. Dunkelberger, P.E. / Principal**	Name/Title:	**Allie Bittle /**
Address:	**8260 Vico Ct, Unit B**	Address:	**7126 S Beneva Road Suite 200**
	Sarasota, FL 34240-7800		**Sarasota, FL 34238**
Phone:	**(941) 379-0621** Fax:	Phone:	**(941) 356-5439** Fax:
Email:	**Doug.Dunkelberger@terracon.com**	Email:	**Allie.bittle@jacobs.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project described by Jacobs and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Jacobs and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Allie Bittle on October 16, 2025. The request was for geotechnical exploration for force main improvements.
Project Description	The project includes replacement of 1500 lineal feet (LF) of force main for water supply. We understand that the pipeline will bottom about 15 to 18 feet below existing grades.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located near 2311 Second Ave. E. in Bradenton, Florida 34208. Latitude/Longitude (approx.) 27.4988, 82.5352 (See Exhibit D)
Existing Improvements	Existing four lane roadway with nearby side streets, sidewalks and existing homes.
Current Ground Cover	Paved roadways.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles. The borings will be placed within the existing roadway requiring Maintenance-of-Traffic (MOT) with temporary lane closures.
Expected Subsurface Conditions	Review of the Web Soil Survey indicates the site is mapped with Soil Unit 7, Canova-Anclote-Okeelanta fine sands. The typical Canova soil profile consists of muck to a depth of 8 inches, followed by fine sand to a depth of 24 inches, and underlain by

	sandy clay loam to a depth of 63 inches. The typical Anclote soil profile consists of fine sand to a depth of 80 inches or more. The typical Okeelanta soil profile consists of muck to a depth of 20 inches underlain by fine sand to a depth of 54 inches. Under natural (pre-development) conditions, the seasonal high groundwater level (SHGWL) is reported to be ponded at or above the ground surface.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Jacobs, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed in 1 to 2 days of on-site activities.

Jacobs requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet)	Planned Location [1]
3	40	Force main alignment

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if requested.

Subsurface Exploration Procedures: We will advance borings with truck-mounted drill rig using rotary wash boring techniques with casing as needed to maintain borehole stability. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

The borings are backfilled with concrete grout and the pavement will be patched with asphalt cold patch.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill SPT borings with concrete grout upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repairing the site beyond backfilling our boreholes and patching existing pavements. Excess cuttings and drilling fluids will be collected during drilling and transported off-site. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

As the site has previously been developed, Terracon will engage with a private utility locating service. Fees associated with this service are included in our Scope of Services.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of

Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 6:00pm). If our exploration must take place over the weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: Because the drilling will occur in an active roadway, Maintenance-Of-Traffic (MOT) will be required involving signage, barricades and flaggers with temporary lane closures. Terracon can subcontract these services as we have on previous projects for the fees shown in **Exhibit C**. Alternatively, others contracted by the Client could provide all required traffic control as a cost savings measure.

Additional Information: We request copies of any surveys and record drawings (as-builts for existing construction) for the project area as well as any information that was assumed in the Planned Construction section.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Organic content
- Atterberg Limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during drilling

- Site Location and Exploration Plans
- Subsurface exploration procedures
- Discussion of geologic hazards
- Description of subsurface conditions
- Recommendations for pipeline bedding and support
- Seismic site discussion
- Lateral earth pressure recommendations
- Earthwork recommendations including excavations, backfills and conceptual dewatering requirements

In addition to an emailed report, your project will also be delivered using our client information portal known as **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a signed and sealed printable version of our completed Geotechnical Engineering report which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee[2]
Subsurface Exploration[1], Private Utility Locates, Laboratory Testing, Geotechnical Consulting and Reporting	$13,500
Subcontracted Traffic Control (allowance for two days,$4,000 per day)	$8,000
Total	$21,500

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $800 would be invoiced. A drill crew standby rate of $250 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations.

In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	2 days after signed authorization (NTP)
Site Characterization	20 days after NTP
Geotechnical Engineering	25 days after NTP

1. Upon receipt of your signed authorization, we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

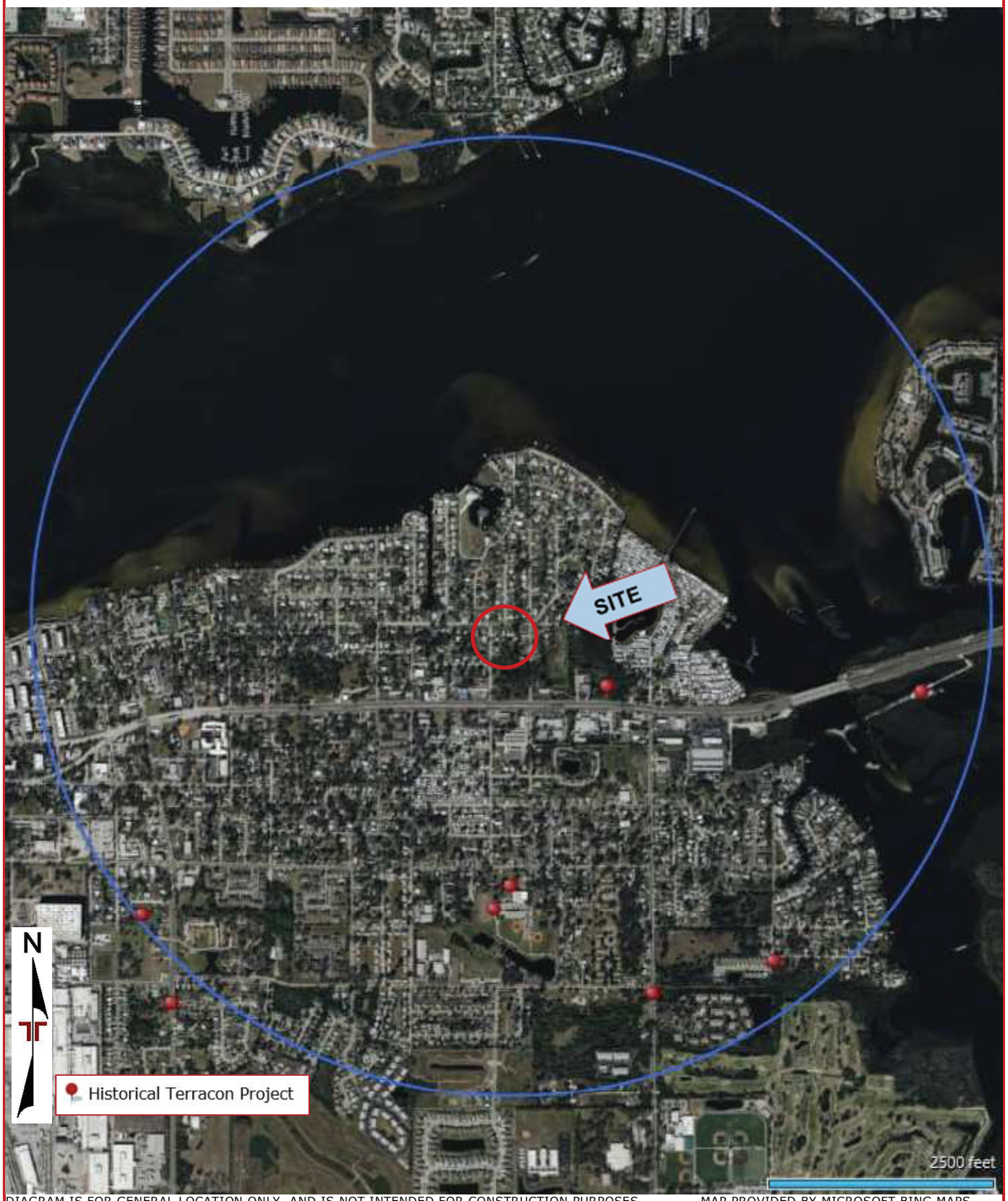


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan (Landscape)



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

SUB-CONSULTANT USAGE LIST

Work Assignment No. 2025-7

Agreement No. RFP-22-029TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Geotechnical Engineering	Terracon Consultants, Inc.	8260 Vico Court, Unit B Sarasota, FL 34240		4%
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				4%